



Allegheny Technologies Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222-5479 U.S.A.
Tel: 412-394-2974
Fax: 412-394-3010
Lauren.McAndrews@ATImetals.com
www.ATImetals.com

Lauren S. McAndrews
Vice President Labor Relations
and Assistant General Counsel

August 17, 2012

Keith Olinger, Enforcement Officer (SFD-7-5)
US EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105

Re: Response to Follow-up
Letter on Stringfellow Superfund Site

Dear Mr. Olinger:

This letter responds to your July 11, 2012 letter requesting additional information related to the Stringfellow Site. EPA's supplemental requests are stated first, followed by ATI/TDY's response.

1. In its January 3, 2012 response, ATI stated that its subsidiary TDY Industries, Inc. (n/k/a TDY Industries, LLC) sold the assets of its McCormick Selph division in 1999. Provide complete, executed copies of the 1999 transaction documents pursuant to which McCormick Selph division assets were sold.

A copy of the Purchase and Sale Agreement and other closing documents are enclosed.

2. In the January 3, 2012 response, ATI stated that TDY Industries, Inc. sold 185.91 acres of real property located at the Site and identified as assessor parcel numbers 173-170-001 and 003 and 014 to the Trust for Public Land in 2001. Provide copies of title documentation evidencing the ownership of the real estate property by TDY Industries, Inc. and/or its related entities, as well as complete executed copies of the real estate transaction documents pursuant to which this real property was sold.

Copies of the real property transaction documents are enclosed.

3. State whether Teledyne Industries, Inc. (n/k/a TDY Industries, LLC) was operating at the Site under contract with the U.S. Government. If so, identify the agency or agencies with which it held contracts, and describe the type of work performed by the Company under each Contract.

We have not been able to locate information relating to McCormick Selph's use of the Pyrite Road property. At its location in Hollister, CA, however, McCormick Selph historically worked for the US Government, under a variety of government Contracts. It is possible, therefore, that operations at Pyrite Road were for the U.S. Government.

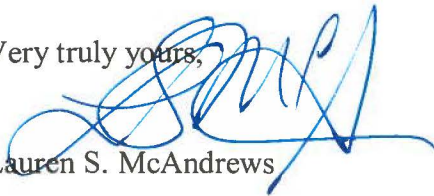
Keith Olinger, Enforcement Officer
August 17, 2012
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4. ATI and TDY Industries, LLC also stated in the 104(e) response that they were not aware of any documents that were responsive to questions 10-25, but that their search for relevant documents was ongoing. Provide copies of all documents identified as responsive to the request since the Company submitted its January 3, 2012 response.

Despite a diligent search of available records we have not discovered any documents, maps, diagrams, operating records or other communication pertaining to operations at or on the Pyrite Rd, Riverside, CA property. We have no further documents to provide.

Other than what is enclosed, we cannot provide additional information about the property. We apparently have no records pertaining to operations at the Riverside, CA location, which ceased more than fifteen years ago.

Very truly yours,



Lauren S. McAndrews

LSM/grd
Encl.



Conserving Land
for People

September 28, 2001

First American Title Company
345 California Street, Suite 2400
San Francisco, CA 94104
Attn: Kimberleigh J. Toci, Senior Escrow Officer

Re: Joint Closing Instructions
Escrow No. SP-297127
TDY Property, Riverside, CA

Dear Kimberleigh:

This letter will constitute the joint closing instructions of **The Trust for Public Land**, a California nonprofit public benefit corporation ("TPL") and **TDY Industries, Inc.**, a California corporation, formerly known as Teledyne Industries, Inc., a California corporation ("Seller") for a transaction whereby:

- (1) TPL will purchase from Seller that certain real property located in Riverside County, California (the "Property") described in your preliminary report under order no. 2141425, dated as of June 5, 2001, for a purchase price of Four Hundred Thousand Dollars (\$400,000.00) the ("Purchase Price"). TPL has already deposited with you an initial deposit of Ten Thousand Dollars (\$10,000.00), which shall be credited against such purchase price at the close of escrow; and
- (2) In a simultaneous closing pursuant to separate escrow instructions to be submitted to you jointly by the County of Riverside, a California political subdivision (the "County") and TPL in connection with your Escrow No. SP-297127-A, TPL will sell the Property to the County and direct Seller to convey the Property to the County by Grant Deed. The County will receive a policy of title insurance on the Property.

First American Title Company may be referred to herein variously as "you" and as "Escrow Holder." Escrow shall close as soon as you receive sufficient funds into the subject

The Trust for Public Land
Western Region
116 New Montgomery
Third Floor
San Francisco, CA 94105

(415) 495-5660
Fax (415) 495-0541

escrow to allow the County to acquire the Property, and you have satisfied all of the conditions contained herein. The parties wish to close this escrow by October 15, 2001.

Seller is aware that the balance of funds due will be provided by a third party, the County, who is not a party to these joint escrow instructions, and who may gain an interest in the property following the close of escrow. Further, Seller hereby agrees that if this transaction should not close for any reason other than a default by TPL, and if funds have been deposited by said third-party into this transaction, the funds can hereby be returned to said third party at their request without any further authorization from Seller.

A. PARTIES

The parties to this transaction involving the above-referenced escrow numbers are as follows:

<u>Parties</u>	<u>Role in Transaction</u>
1. TDY Industries, Inc. 1000 Six PPG Place Pittsburgh, PA 15222 Attn: Lauren S. McAndrews Tel: (412) 394-2974 Fax: (412) 394-3010	Seller of the Property to TPL
2. The Trust for Public Land 116 New Montgomery Street Third Floor San Francisco, CA 94105 Att.: Michele Clark, Esq. Tel: (415) 495-5660 FAX: (415) 495-0541	Purchaser of the Property from Seller

First American Title Company
September 28, 2001
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3. Lauren S. McAndrews
Allegheny Technologies Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222
Tel: (412) 394-2974
Fax: (412) 394-3010

Counsel for the Seller

The following is not a party to this escrow
but is depositing funds for this transaction
through your Escrow No. SP-297127-A:

Grantee on Grant Deed executed by Seller

4. The County of Riverside
Department of Facilities Manage-
ment, Real Estate Division
3133 Mission Inn Avenue
P.O. Box 1090
Riverside, CA. 92507
Janet Parks
Direct: (909) 955-9275
Assistant Rosa: (909) 955-4927
Fax: (909) 955-4837

B. DEPOSITS INTO ESCROW

The parties will deposit with you, and Seller has deposited with you, in escrow or in connection therewith, the following documents, items and funds:

<u>Party</u>	<u>Deposits</u>
1. Seller	<p>a. A duly executed and acknowledged original Grant Deed to County (form attached as <u>Exhibit A</u>) (the "Grant Deed");</p> <p>b. Two (2) originals of an Environmental Indemnity Agreement between Seller and TPL (form attached as <u>Exhibit B</u>) (the "Indemnity Agreement"), executed by Seller and by TPL.</p>

- c. Non-Foreign Affidavit executed by Seller;
 - d. CA form 597-W executed by Seller; and;
 - e. Duplicate original of these closing instructions executed on behalf of Seller.
- 2. TPL
 - a. Original certified copy of TPL's Board of Director's resolution authorizing this transaction; and
 - b. TPL's wire transfer instructions attached hereto in the form of Exhibit C, for the return of funds due to TPL at close of escrow.
- 3. The County of Riverside
 - a. Funds pursuant to your Escrow No. SP-297127-A, in the amount of the Purchase Price, plus TPL's share of closing costs in this escrow.
 - b. Original Certificate of Acceptance to be attached to the Grant Deed.

C. CLOSING PROCEDURE

When the above-described parties have deposited all of the items to be deposited by them in accordance with the foregoing section, you are authorized and instructed as follows:

- 1. You are not to close this escrow until:
 - a. You are prepared to issue policy of title insurance in favor of the County pursuant to escrow instructions received by you under Escrow No. SP 297127-A.
 - b. To the extent required by law, you are prepared to act as the Reporting Person pursuant to Section 6045(e) of the Internal Revenue Code, as amended, and thus you will complete and file Form 1099 with the Internal Revenue Service, if applicable, on or before February 28 of the calendar year following the calendar year in which this escrow closes.

c. you are prepared to deliver all documents and to do all things as hereinafter directed.

2. When each of the above has occurred, you are instructed to perform the following:

- a. You are to prorate to the date of closing any and all real property taxes on the Property.
- b. You are to date all undated documents as of the date of closing.
- c. You are to attach a fully executed **copy** of the Environmental Indemnity Agreement as Exhibit C to the Grant Deed and deliver and record for the benefit of the County the Grant Deed, with attached executed original Certificate of Acceptance, for the Property deposited by Seller. No documentary transfer tax shall be due for the conveyance of the Property to the County. Purchase price information is provided on the Change of Ownership form being deposited into escrow No. SP 297127-A by the County.
- ~~d. You are to deposit into the account of TPL those funds which were deposited into this escrow by the County on behalf of TPL pursuant to Section B.3.a and to pay the following therefrom:~~
 1. One-half the escrow fee; and
 2. TPL's portion of the prorated second installment 2001-2002 real property taxes from the close of Escrow through December 31, 2001.
 4. Any other fees or costs which may arise in connection with this transaction and which are customarily incurred by a buyer in Riverside County.
- e. After paying the items in paragraph d. above, you are to transfer to an account in this escrow for the benefit of Seller funds in the amount of the Purchase Price and to pay the following therefrom:
 1. One-half the escrow fee;
 2. the premium for the title policy described in Section C.1.a;
 3. Seller's portion of the prorated second installment 2001-2002 real property taxes from July 1 through close of Escrow.;

4. All recording fees;
 5. Any additional taxes, penalties and interest, including compensatory or roll back taxes on the Property due and payable as a result of the conveyance to Buyer; and
 6. Any supplemental property tax assessments currently due and payable.
3. Immediately following the closing of this escrow or as soon thereafter as possible, you are authorized and instructed to do the following:
- a. You are to deliver to TPL and Seller their respective final closing statements and any funds held for their respective accounts remaining unexpended per these instructions.
 - b. Following recordation, you are to deliver to Seller (1) a copy of the completed Form 1099 showing Seller as transferor, (2) a conformed copy of the Grant Deed evidencing recordation, and (3) a fully executed original of the Indemnity Agreement.
 - c. Following recordation, you are to deliver to TPL (1) a conformed copy of the Grant Deed evidencing recordation, and (2) a fully executed original of the Indemnity Agreement.

These instructions may be supplemented, amended or revoked by the undersigned at any time before close of escrow in writing or by telephone. **We request that the terms of this transaction and our closing instructions be kept strictly confidential.** These instructions may be executed and delivered to you by telecopy and shall be considered original as so delivered.

Please acknowledge receipt of these instructions and indicate your agreement to act in accordance therewith by signing and returning a copy to the undersigned.

Sincerely,



Michele Clark
Regional Counsel for
The Trust for Public Land

First American Title Company
September 28, 2001
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CONJOINED IN AGREEMENT:

TDY INDUSTRIES, INC.

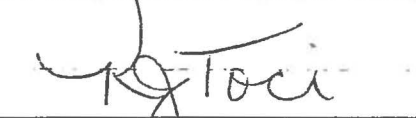
By: 

Its: Senior Vice President
Chief Legal and Administrative Officer

cc: Scott Ferguson
Kelly Huddleston

Receipt of the foregoing letter of instructions is acknowledged and the undersigned agrees to act in accordance with the foregoing instructions.

FIRST AMERICAN TITLE COMPANY

By: 

Date: Nov. 2, 2001

EXHIBIT A
FORM OF GRANT DEED

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Riverside
(Transportation Department)
3133 Mission Inn Avenue
Riverside, CA 92507

Assessor's Parcel Numbers: 172-170-001-0,
172-170-003-2 and 172-170-014-2
The undersigned Grantor declares
Documentary Transfer Tax is not applicable
Pursuant to CA. Rev. & Tax. Code Section 11922

Galena/I-15

GRANT DEED

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TDY INDUSTRIES, INC., a California corporation formerly known as Teledyne Industries, Inc., a California corporation ("Grantor"), hereby grants and conveys to THE COUNTY OF RIVERSIDE, a California political subdivision ("Grantee"), that certain real property located in the County of Riverside, State of California, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and together with all water and mineral rights, entitlements, permits and any development rights of any kind or nature whatsoever, subject to restrictions, covenants and easements of record.

SUBJECT TO the following restrictions:

The use of this Property is restricted to a natural habitat for endangered species and wildlife preservation only. Use for commercial, industrial, school, nursing home and other residential-style facilities is prohibited unless and until the Grantee, or its successors and assigns, at their sole cost and expense, remediate the Property to an appropriate standard for such use. Any future use of the Property that would affect or disturb soils, sediments, surface water or groundwater on, at or under the Property including, but not limited to, construction and demolition activities is prohibited. Grantee, its successors and assigns are not prohibited from conducting routine maintenance and land management activities (including the capture by barriers or fencing and manual or mechanical redistribution of surface sands, the erection of fencing and signage on the Property and the removal of any trash or rubble visible from the surface (excluding concrete slabs and foundations)) that would be conducted on the Property in managing it as public open space and habitat land. Recreational uses by the public of the Property consistent with management of the Property as public open space and habitat land is permitted except in the area of the Property described in the Legal Description for Delhi Fly Habitat attached hereto as Exhibit B and incorporated herein by this reference. Public access to the Property will be controlled by Grantee consistent with the restricted use of the Property as described in this paragraph.

Any person shall not use groundwater at and under the property for any purpose unless and until the groundwater is remediated to an appropriate standard.

If the Grantee, its successors or assigns intend to terminate or modify the restrictive covenant, written notice of such intent must be given at least sixty (60) days in advance to TDY Industries, Inc. as follows:

General Counsel
TDY Industries, Inc.
1000 Six PPG Place
Pittsburgh, PA 15222

This restrictive covenant shall run with the land and be binding upon Grantee, its successors and assigns and may only be terminated and removed of record from the Property if Grantee, or Grantee's successors or assigns, assume in a written agreement with Grantor, or Grantor's successors or assigns, full liability for any and all environmental conditions of, and hazardous substances on, the Property.

Grantee acknowledges that the property may contain hazardous substances as described in California Health & Safety Code Section 25359.7(a). This acknowledgement is made in accordance with California Health & Safety Code Section 25359.7(a).

Attached as Exhibit C is a copy of the Environmental Indemnity Agreement between Grantor and Grantee which shall inure to the benefit of Grantee and its successors and assigns and shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date set forth below.

TDY INDUSTRIES, INC., a California corporation

By: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED:

THE COUNTY OF RIVERSIDE COUNTY, a California political subdivision

ATTEST:

By: _____, Chairman

County Clerk

Date: _____

APPROVED AS TO FORM:

Joe Rank, Assistant County Counsel

ACKNOWLEDGMENT

State of _____)
)ss.
County of _____)

On this _____ day of _____, 2001, before me, _____, a
notary public, personally appeared _____ and _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities and that by their signature on the instrument the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

Notary Public

My commission expires _____

ACKNOWLEDGMENT

State of _____)
)ss.
County of _____)

On this _____ day of _____, 2001, before me, _____, a
notary public, personally appeared _____ and _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities and that by their signature on the instrument the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

Notary Public

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;

THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.

PARCEL 2:

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

PARCEL 3:

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH $0^{\circ} 12' 53''$ EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ} 54' 43''$ AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 39' 27''$, AN ARC DISTANCE 123.87 FEET;

THENCE NORTH $19^{\circ} 02' 23''$ WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN

CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ} 33' 52''$ AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH $8^{\circ} 31' 28''$ EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ} 07' 53''$, AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH $21^{\circ} 36' 24''$ WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $1^{\circ} 31' 13''$, AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT

BEING A PORTION OF GOVERNMENT LOTS 3, 4, 8 AND 9, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, AND THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE S 89°34'28"E, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 848.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 13°41'47"E, A DISTANCE OF 64.96 FEET;

THENCE S 28°05'49"E, A DISTANCE OF 91.33 FEET;

THENCE S 56°29'58"E, A DISTANCE OF 99.81 FEET;

THENCE S 65°27'53"E, A DISTANCE OF 160.67 FEET;

THENCE S 30°32'01"E, A DISTANCE OF 45.99 FEET;

THENCE S 08°50'21"E, A DISTANCE OF 31.79 FEET;

THENCE S 00°39'59"W, A DISTANCE OF 29.25 FEET;

THENCE S 16°07'27"W, A DISTANCE OF 62.57 FEET;

THENCE S 12°16'43"W, A DISTANCE OF 32.39 FEET;

THENCE S 01°54'46"W, A DISTANCE OF 74.33 FEET;

THENCE N 89°53'31"E, A DISTANCE OF 98.89 FEET;

THENCE N 80°48'55"E, A DISTANCE OF 104.30 FEET;

THENCE S 26°46'37"E, A DISTANCE OF 151.77 FEET;

THENCE S 32°32'23"E, A DISTANCE OF 120.14 FEET;

THENCE S 37°15'53"W, A DISTANCE OF 61.34 FEET;

THENCE S 60°46'35"W, A DISTANCE OF 45.51 FEET;

THENCE S 81°21'20"W, A DISTANCE OF 53.53 FEET;

THENCE N 62°41'37"W, A DISTANCE OF 93.85 FEET;

THENCE N 64°56'42"W, A DISTANCE OF 58.34 FEET;

THENCE N 72°05'36"W, A DISTANCE OF 71.84 FEET;

THENCE N 88°50'32"W, A DISTANCE OF 110.79 FEET;

THENCE S 84°29'15"W, A DISTANCE OF 50.34 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE S 75°22'41"W, A DISTANCE OF 155.56 FEET;
THENCE S 43°25'35"W, A DISTANCE OF 140.64 FEET;
THENCE S 36°00'20"W, A DISTANCE OF 42.73 FEET;
THENCE S 03°07'46"W, A DISTANCE OF 57.03 FEET;
THENCE S 51°18'07"E, A DISTANCE OF 48.64 FEET;
THENCE S 58°05'05"E, A DISTANCE OF 66.51 FEET;
THENCE S 50°42'16"E, A DISTANCE OF 24.20 FEET;
THENCE S 45°22'35"E, A DISTANCE OF 52.07 FEET;
THENCE S 60°22'46"E, A DISTANCE OF 108.62 FEET;
THENCE S 59°22'43"E, A DISTANCE OF 47.92 FEET;
THENCE S 69°38'38"E, A DISTANCE OF 43.10 FEET;
THENCE S 66°52'35"E, A DISTANCE OF 105.94 FEET;
THENCE S 75°39'03"E, A DISTANCE OF 85.84 FEET;
THENCE N 63°46'36"E, A DISTANCE OF 102.54 FEET;
THENCE N 69°50'06"E, A DISTANCE OF 78.52 FEET;
THENCE S 69°37'51"E, A DISTANCE OF 96.37 FEET;
THENCE N 45°15'28"E, A DISTANCE OF 29.80 FEET;
THENCE S 59°43'05"E, A DISTANCE OF 40.06 FEET;
THENCE S 83°08'48"E, A DISTANCE OF 23.36 FEET;
THENCE N 62°05'42"E, A DISTANCE OF 16.11 FEET;
THENCE S 86°37'41"E, A DISTANCE OF 26.34 FEET;
THENCE S 40°39'53"E, A DISTANCE OF 24.86 FEET;
THENCE S 87°43'50"E, A DISTANCE OF 31.16 FEET;
THENCE N 04°42'03"E, A DISTANCE OF 23.30 FEET;
THENCE N 58°20'28"E, A DISTANCE OF 24.10 FEET;
THENCE N 86°56'48"E, A DISTANCE OF 33.45 FEET;
THENCE N 46°27'05"E, A DISTANCE OF 29.17 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE S 84°57'36"E, A DISTANCE OF 21.10 FEET;
THENCE S 52°52'50"E, A DISTANCE OF 23.06 FEET;
THENCE S 27°50'32"E, A DISTANCE OF 22.89 FEET;
THENCE S 58°12'00"E, A DISTANCE OF 38.14 FEET;
THENCE S 72°39'48"E, A DISTANCE OF 37.13 FEET;
THENCE S 82°15'15"E, A DISTANCE OF 38.40 FEET;
THENCE S 51°58'46"E, A DISTANCE OF 25.29 FEET;
THENCE S 86°47'04"E, A DISTANCE OF 34.33 FEET;
THENCE S 45°49'20"E, A DISTANCE OF 74.35 FEET;
THENCE N 89°51'28"E, A DISTANCE OF 23.10 FEET;
THENCE S 51°49'09"E, A DISTANCE OF 18.81 FEET;
THENCE S 86°05'01"E, A DISTANCE OF 17.90 FEET;
THENCE S 55°22'32"E, A DISTANCE OF 22.89 FEET;
THENCE N 88°52'43"E, A DISTANCE OF 34.02 FEET;
THENCE N 76°43'29"E, A DISTANCE OF 86.40 FEET;
THENCE N 84°19'16"E, A DISTANCE OF 59.38 FEET;
THENCE N 86°31'08"E, A DISTANCE OF 95.37 FEET;
THENCE N 01°58'03"E, A DISTANCE OF 93.14 FEET;
THENCE N 22°49'23"E, A DISTANCE OF 46.60 FEET;
THENCE N 38°04'19"E, A DISTANCE OF 88.28 FEET;
THENCE N 30°32'11"E, A DISTANCE OF 78.87 FEET;
THENCE N 24°10'02"E, A DISTANCE OF 68.48 FEET;
THENCE N 11°09'59"E, A DISTANCE OF 30.84 FEET;
THENCE N 24°14'58"E, A DISTANCE OF 81.56 FEET;
THENCE N 02°42'47"E, A DISTANCE OF 99.06 FEET;
THENCE N 10°51'38"E, A DISTANCE OF 67.96 FEET;
THENCE N 44°44'40"E, A DISTANCE OF 42.08 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE N 81°00'29"E, A DISTANCE OF 46.49 FEET;

THENCE N 82°40'56"E, A DISTANCE OF 61.08 FEET;

THENCE S 73°30'51"E, A DISTANCE OF 32.20 FEET;

THENCE N 52°26'03"E, A DISTANCE OF 20.52 FEET;

THENCE N 88°36'40"E, A DISTANCE OF 28.44 FEET;

THENCE N 01°06'08"W, A DISTANCE OF 532.79 FEET;

THENCE N 06°56'12"W, A DISTANCE OF 63.56 FEET;

THENCE N 15°37'31"W, A DISTANCE OF 24.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF GOVERNMENT LOT 7 OF SAID SECTION 1;

THENCE S 76°27'16"W ALONG SAID SOUTHEASTERLY LINE OF GOVERNMENT LOT 7, A DISTANCE OF 77.21 FEET TO THE SOUTHERLY CORNER OF SAID GOVERNMENT LOT 7;

THENCE N 00°52'16"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 34.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, SAID NORTHWEST CORNER ALSO BEING ON THE NORTH LINE OF SAID SECTION 1;

THENCE N 89°34'28"W, ALONG SAID NORTH LINE OF SECTION, A DISTANCE OF 1783.68 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT PER OFFICIAL RECORD RECORDED MARCH 12, 1936 IN BOOK 268, PAGE 488, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

CONTAINING: 1,675,024 SQUARE FEET OR 38.453 ACRES, MORE OR LESS.

APPROVED BY: _____

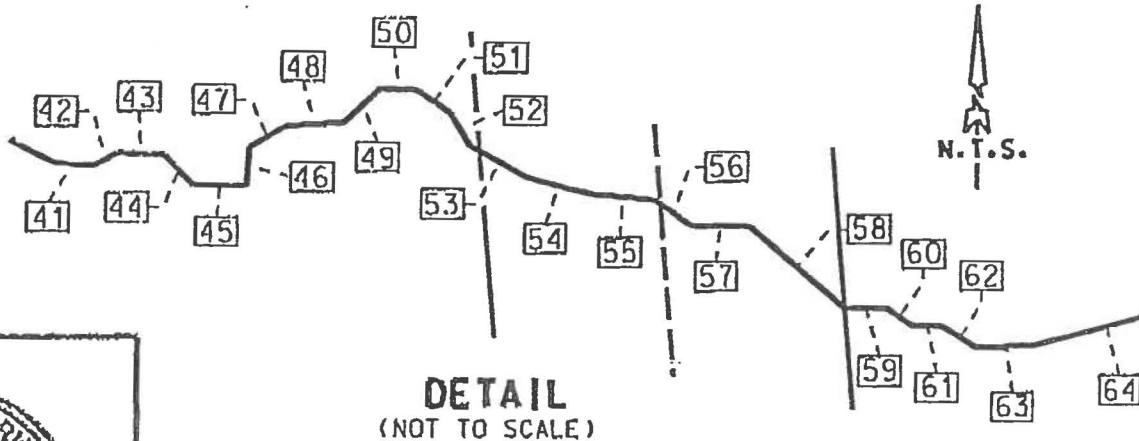
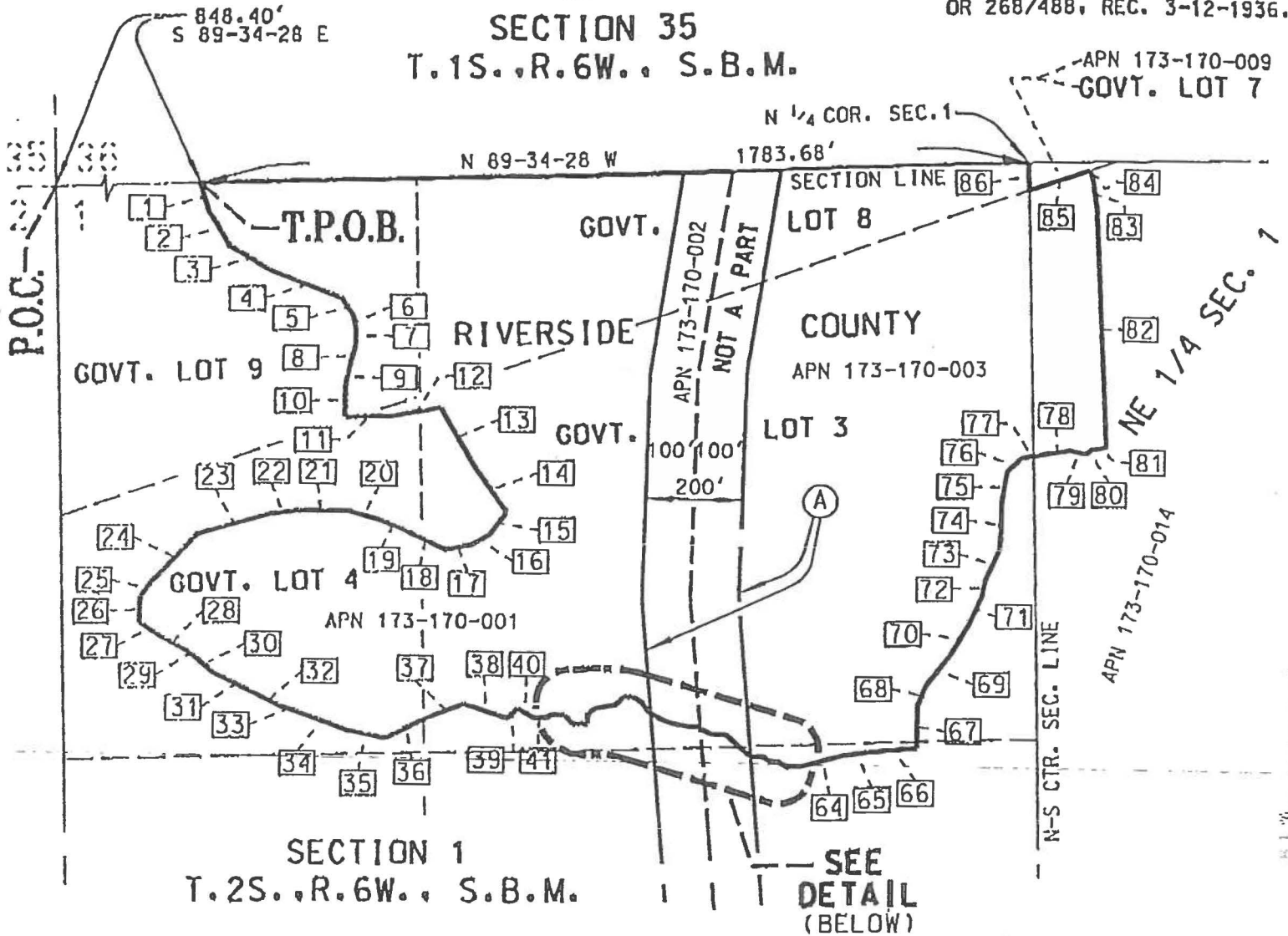
DATE: _____

K. D. Teel
9-27-01



SAN BERNARDINO COUNTY
SECTION 35
T.1S., R.6W., S.B.M.

200' WIDE PARCEL OF LAND
 CONVEYED TO METROPOLITAN
 WATER DISTRICT PER
 OR 268/488, REC. 3-12-1936.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.		PAR. NO.:	N/A
PROJECT: DELHI FLY HABITAT		PREPARED BY:	DDD/KOT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.		SCALE:	N.T.S.
APPROVED BY: <i>[Signature]</i>		DATE:	JULY, 2001
DATE: 9-27-01		W.O. NO.:	A2-0421
		SHEET	5 OF 6 SHEETS

NO.	BEARING	DISTANCE
1	S 13-41-47 E	64.96'
2	S 28-05-49 E	91.33'
3	S 56-29-58 E	99.81'
4	S 65-27-53 E	160.67'
5	S 30-32-01 E	45.99'
6	S 08-50-21 E	31.79'
7	S 00-39-59 W	29.25'
8	S 16-07-27 W	62.57'
9	S 12-16-43 W	32.39'
10	S 01-54-46 W	74.33'
11	N 89-53-31 E	98.89'
12	N 80-48-55 E	104.30'
13	S 26-46-37 E	151.77'
14	S 32-32-23 E	120.14'
15	S 37-15-53 W	61.34'
16	S 60-46-35 W	45.51'
17	S 81-21-20 W	53.53'
18	N 62-41-37 W	93.85'
19	N 64-56-42 W	58.34'
20	N 72-05-36 W	71.84'
21	N 88-50-32 W	110.79'
22	S 84-29-15 W	50.34'
23	S 75-22-41 W	155.56'
24	S 43-25-35 W	140.64'
25	S 36-00-20 W	42.73'
26	S 03-07-46 W	57.03'
27	S 51-18-07 E	48.64'
28	S 58-05-05 E	66.51'
29	S 50-42-16 E	24.20'
30	S 45-22-35 E	52.07'
31	S 60-22-46 E	108.62'
32	S 59-22-43 E	47.92'
33	S 69-38-38 E	43.10'
34	S 66-52-35 E	105.94'
35	S 75-39-03 E	85.84'
36	N 63-46-36 E	102.54'
37	N 69-50-06 E	78.52'
38	S 69-37-51 E	96.37'
39	N 45-15-28 E	29.80'
40	S 59-43-05 E	40.06'
41	S 83-08-48 E	23.36'
42	N 62-05-42 E	16.11'

NO.	BEARING	DISTANCE
43	S 86-37-41 E	26.34'
44	S 40-39-53 E	24.86'
45	S 87-43-50 E	31.16'
46	N 04-42-03 E	23.30'
47	N 58-20-28 E	24.10'
48	N 86-56-48 E	33.45'
49	N 46-27-05 E	29.17'
50	S 84-57-36 E	21.10'
51	S 52-52-50 E	23.06'
52	S 27-50-32 E	22.89'
53	S 58-12-00 E	38.14'
54	S 72-39-48 E	37.13'
55	S 82-15-15 E	38.40'
56	S 51-58-46 E	25.29'
57	S 86-47-04 E	34.33'
58	S 45-49-20 E	74.35'
59	N 89-51-28 E	23.10'
60	S 51-49-09 E	18.81'
61	S 86-05-01 E	17.90'
62	S 55-22-32 E	22.89'
63	N 88-52-43 E	34.02'
64	N 76-43-29 E	86.40'
65	N 84-19-16 E	59.38'
66	N 86-31-08 E	95.37'
67	N 01-58-03 E	93.14'
68	N 22-49-23 E	46.60'
69	N 38-04-19 E	88.28'
70	N 30-32-11 E	78.87'
71	N 24-10-02 E	68.48'
72	N 11-09-59 E	30.84'
73	N 24-14-58 E	81.56'
74	N 02-42-47 E	99.06'
75	N 10-51-38 E	67.96'
76	N 44-44-40 E	42.08'
77	N 81-00-29 E	46.49'
78	N 82-40-56 E	61.08'
79	S 73-30-51 E	32.20'
80	N 52-26-03 E	20.52'
81	N 88-36-40 E	28.44'
82	N 01-06-08 W	532.79'
83	N 06-56-12 W	63.56'
84	N 15-37-31 W	24.81'
85	S 76-27-16 W	77.21'
86	N 00-52-16 E	34.67'

LINE DATA SHEET

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: DELHI FLY HABITAT

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: _____ DATE: _____

PAR. NO.: N/A

PREPARED BY: DDD/KDT

SCALE: N.T.S.

DATE: JULY, 2001

W.O. NO.: A2-0421

SHEET 6 OF 6 SHEETS

EXHIBIT C *to Ex. A*

ENVIRONMENTAL INDEMNITY AGREEMENT

[SEE ATTACHED]

EXHIBIT B

FORM OF INDEMNITY AGREEMENT

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (this "Agreement") is made as of the _____ day of _____, 2001 ("Effective Date") by TDY INDUSTRIES, INC., a California corporation formerly known as TELEDYNE INDUSTRIES, INC., a California corporation (hereinafter referred to as "Indemnitor" or "Seller") and THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation (hereinafter referred to as "Buyer"), on Buyer's behalf and on behalf of its successors and assigns owning a fee interest in the Property, as defined below, from time to time, including, without limitation, the County of Riverside, California (the "County"), any and all affiliated entities, employees, board members, officers, trustees and agents of any of the foregoing from time to time (collectively, referred to as "Indemnitees").

RECITALS

WHEREAS, Indemnitor, as seller, has heretofore entered into an Agreement of Purchase and Sale dated May 1, 2000, with Buyer (the "Purchase Agreement"), pursuant to which Indemnitor has agreed to sell to Buyer and Buyer has agreed to buy from Indemnitor, upon the satisfaction of certain conditions, certain real property located in Riverside County more particularly described on Exhibit A hereto (the "Property");

WHEREAS, pursuant to Paragraph 6.6 of the Purchase Agreement, Buyer and Seller agreed to enter into an Environmental Indemnification Agreement with respect to the Property;

WHEREAS, Indemnitor and Buyer acknowledge that there may exist on and under the Property certain environmentally hazardous conditions and/or substances, including, without limitation, soil and groundwater contamination; and

WHEREAS, as a condition precedent to Buyer's purchase of the Property, Buyer is requiring that Indemnitor indemnify the Indemnitees as to the environmentally hazardous substances and conditions on and beneath the Property with the exception of Hazardous Substances (as defined below in Section 4) unknown to Seller that have migrated or may migrate onto the Property.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Indemnitor and Buyer agree as follows:

1. Current and Prior Use of Property. The Property is currently unoccupied; however, a predecessor in interest of Indemnitor used the Property as a manufacturing facility for munitions

and light armament. Indemnitor acknowledges that it has no knowledge of any adverse environmental condition on the Property or whether any mitigation effort has been made or whether any remedial action has been taken with respect to the environmental condition of the Property.

2. Contamination. Seller has informed Buyer that subsurface contamination and other hazardous conditions of the Property may exist on or under the Property due to its former use as a munitions and light armament plant. A Phase I Environmental Site Assessment and Geophysical Survey" dated October 31, 2000 was prepared by Snyder Consulting and reviewed by Seller and Buyer. As described in Section 3 below, the Property is being sold to Buyer subject to the Restrictive Covenant (as defined in paragraph 3 below). As a condition precedent to Buyer's purchase of the Property, Seller has agreed to provide this indemnity covering all Hazardous Substances and conditions on and beneath the Property, including, without limitation, Hazardous Substances in the soils, sediments and groundwater subject to the exceptions stated elsewhere in this Agreement.

3. Restriction Upon Conveyance. Pursuant to Paragraph 3.3 of the Purchase Agreement, Indemnitor is conveying the Property to Buyer subject to a restrictive covenant restricting the future use of the Property and/or the demolition and construction of improvements on the Property, and any other work or use of the Property which may affect the soils, sediments and water contained on or under the Property ("Restrictive Covenant"). Such Restrictive Covenant will run with the land and will be binding on Buyer and successor owners of the Property.

4. Definitions.

(a) "Claim" means any and all claims, demands, causes of action, loss, liability, liens, encumbrances, obligations, actions, causes of action, reasonable costs and expenses of any kind whatsoever, including, without limitation, reasonable attorneys' and other professional expenses and fees suffered or incurred by, or asserted against, Indemnitees as a result of any Hazardous Substance existing on or beneath the Property prior to Close of Escrow (as defined in the Purchase Agreement), except for unknown Hazardous Substances which have migrated onto the Property from other properties ("Non-Site Related Hazardous Substances"). Claims pertaining to Non-Site Related Hazardous Substances are not covered under this Agreement.

(b) "Environmental Law" means any Law of the United States or of the State of California relating to the protection of the air, surface water, groundwater or land, and/or governing the handling, use, generation, treatment, storage or disposal of Hazardous Substances.

(c) "Hazardous Substances" means any chemical, substance, material, controlled substance, object, waste, or combination thereof, or condition which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity or carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum hydrocarbons, petroleum products, and all chemicals, substances, materials, controlled

substances, or objects defined or regulated under any state, federal or local law or regulation based on such properties or effects, but excluding Non-Site Related Hazardous Substances.

5. Indemnity.

(a) Indemnitor hereby agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any and all Claims which arise from, relate to or concern, in whole or in part, the existence of Hazardous Substances or conditions on or under the Property or migrating from the Property or released or abandoned on or at the Property, subject to the terms and conditions of this Agreement. Indemnitor hereby also agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any all Claims and damages which arise from, relate to, or concern, in whole or in part, conditions created by or arising from Indemnitor's performance of its obligations hereunder, including, without limitation, any investigation, remediation, sampling or monitoring required to be performed under this Agreement.

(b) Indemnitor shall not have any obligation to indemnify Indemnitees from and against any Claim related to, concerning or arising from (i) a use of the Property inconsistent with the Restrictive Covenant; (ii) the placement of a Hazardous Substance on or beneath the Property or a violation of an Environmental Law by Indemnitees, their agents, employees, contractors or representatives after Close of Escrow or any third party other than Indemnitor or its agents, employees, contractors or representatives; (iii) environmental remediation activities or other environmental testing, sampling or monitoring activities unless (A) required by a Governmental Entity or (B) reasonably conducted in response to a Claim; or (iv) the gross negligence of Indemnitee, its employees, contractors, representatives or agents to further cause or exacerbate a known leak, migration or release of any Hazardous Substance at the Property.

For purposes of this Agreement, the burden shall be on Indemnitor to prove in a court of competent jurisdiction that one or more of conditions in paragraphs (b) above are met.

(c) Indemnitor's obligation to indemnify, defend or hold Indemnitees harmless with respect to any Claims under this Agreement shall terminate concurrently with the termination of the Restrictive Covenant. Upon the termination of such obligation, except with respect to any claims written notice of which were delivered to Indemnitor prior to such expiration, the rights of Indemnitees with respect to any environmental condition at, on or relating to the Property shall be deemed of no further force or effect and no action may be brought thereafter against Indemnitor or Indemnitor's parent, employees, directors, officers, shareholders, agents or affiliates with respect to any environmental condition.

6. Claims Procedure.

(a) In the event any Claim is asserted (clean-up or otherwise) or instituted against any or all of the Indemnitees, Indemnitor shall, immediately upon receipt of notice of such Claim, assume and pay for the defense of Indemnitees. Indemnitees shall have the right to join and participate in any judicial or administrative proceedings and/or hearings initiated in

connection therewith, and Indemnites shall cooperate fully with Indemnitor in order to minimize the amount of any award to any such party; such participation and cooperation by Indemnites shall not, however, in any way, diminish or reduce Indemnitor's obligations to Indemnites as set forth herein. Indemnitor's obligations hereunder are conditioned upon Indemnites providing (i) prompt written notice to Indemnitor with respect to any Claim which Indemnites have reason to believe is likely to give rise to a right of indemnity hereunder and specifying the same in reasonable detail, (ii) copies of any actual written communication regarding the Claim, and (iii) copies of any technical reports or test or other analytical results regarding the Claim. Indemnites' failure to give prompt notice of a Claim shall not however diminish Indemnitor's obligations hereunder; rather, Indemnitor's obligations shall terminate only to the extent Indemnitor is actually prejudiced by such delayed notice. Indemnitor shall use reasonable judgment in selecting counsel to defend Indemnites from any Claim covered hereunder and shall consult with Indemnites prior to retaining Indemnites' counsel. Should Indemnites object to the Indemnitors' choice of counsel, Indemnitor shall select another counsel satisfactory to Indemnites to represent Indemnites. If the Claim is ultimately determined to be related to, concerning or arising from one or more of the conditions in paragraph 5(b) for which Indemnitor has no indemnity obligation, or to Non-Site Related Hazardous Substances, then Indemnitor shall immediately reimburse Indemnitor for costs actually incurred by Indemnitor on behalf of defense of Indemnites.

(b) Indemnitor shall have the right to control and investigate and/or remediate any condition giving rise to a Claim or demand for indemnification by Indemnites under this Agreement with respect to any Claim after consulting with Indemnites and any involved regulatory agency and obtaining the written consent of both; provided, however, that if, after written notice and a reasonable opportunity to cure, Indemnitor does not exercise such right, Indemnites may exercise such right and all reasonable expenses, costs and fees incurred in connection therewith shall be reimbursed to Indemnites as an indemnified Claim hereunder.

(c) Indemnites shall give prompt written notice to Indemnitor specifying in reasonable detail any report or other document submitted, whether voluntarily or by requirement of a government entity, to a government entity which describes any environmental condition of the Property. To the extent reasonably possible under the circumstances, Indemnitor shall have the right to review and comment upon any submission to a governmental entity which describes or addresses any environmental condition for which Indemnites are claiming indemnification from Indemnitor hereunder (and Indemnitor will cooperate with Indemnites in responding to such requests, including making available all relevant records in its possession or under its control), and Indemnites shall revise such submission in accordance with Indemnitor's reasonable comments thereon. To the extent reasonably possible under the circumstances, Indemnites shall give Indemnitor prompt written notice of, and Indemnitor and/or its representatives shall have the right to participate in, any meetings with any governmental entity at which any environmental condition for which Indemnites are claiming indemnification from Indemnitor hereunder is to be discussed or addressed in any manner.

(d) Any and all reasonable costs, expenses and fees incurred by Indemnitees in connection with Indemnitees' participation in or cooperation with Indemnitor's performance of its obligations hereunder shall be reimbursed by Indemnitor as an indemnified Claim hereunder.

7. Post-Closing Cooperation Between Indemnitor and Indemnitees

Indemnitees shall provide Indemnitor with access to the Property to the extent necessary to perform its obligations hereunder. Indemnitees shall also provide Indemnitor with access to the Property sufficient to conduct any tests and assessments regarding the condition of the Property after obtaining Indemnitees' prior approval of Indemnitor's proposed scope of work. Such approval shall be reasonably granted if such test and assessments are necessary for the performance of Indemnitor's obligations hereunder. All other access requested by Indemnitor shall be granted or denied in Indemnitees' sole discretion. Indemnitor shall make reasonable efforts to minimize any such disruption or interference. Upon completion of Indemnitor's work hereunder, Indemnitor shall, at its sole expense, restore the Property to the condition it was in prior to the commencement of such work.

8. Security. As security for the obligations of Indemnitor under this Agreement, Indemnitor shall cause Allegheny Technologies, Incorporated, a Delaware corporation, to execute a guarantee in favor of Indemnatee.

9. Miscellaneous

(a) Assignability. This Agreement shall be binding upon and inure to the benefit of the Indemnitees and their respective heirs, estates, personal representatives, successors and assigns owning a fee interest in the Property. Indemnitor acknowledges that the Indemnitees, as intended beneficiaries, including third party beneficiaries, have acquired or will acquire interests in the Property, or rights to the Property, in reliance on the covenants and indemnities in this Agreement. All of the covenants and indemnities in this Agreement shall survive the transfer of any or all right, title and interest in and to the Property by Indemnitor or any Indemnatee; and any Indemnatee may enforce the terms of this Agreement as a third party beneficiary, even if not a signatory hereof.

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters described herein and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled, and are of no further force or effect. This Agreement does not, however, supersede, terminate or cancel any provisions in the Purchase Agreement which were to survive the Close of Escrow or the Restrictive Covenant which runs with the land. The expiration of Buyer's indemnification rights under Section 10 of the Purchase Agreement or Buyer's enforcement of any of its rights or remedies under the Purchase Agreement shall not in any way affect or diminish Indemnitor's obligations hereunder nor shall such expiration or enforcement be deemed to constitute a release or waiver of any of Indemnitees' rights and remedies hereunder.

(c) Exclusive Remedy. The indemnification provisions contained in this Agreement will constitute the sole and exclusive recourse and remedy of the parties with respect to Claims. This Agreement does not release Indemnitor from any Claims pertaining to Non-Site Related Hazardous Substances that Indemnitees may have nor limit those remedies otherwise available to Indemnitees under law, including rights of action under the Comprehensive Environmental Response compensation and Liability Act (CERCLA) and/or similar federal or state environmental laws or under common law. This Agreement also does not release Indemnitor from any rights or remedies Buyer may otherwise have under the Purchase Agreement. This Agreement does not release or waive claims that either or both of Indemnitor or Indemnitee may have against any person or entity not a party to this Agreement, nor limit remedies at law or in equity, including rights of action under CERCLA and/or similar federal or state environmental laws or under common law otherwise available to the Indemnitor or Indemnitee against any person or entity not a party to this Agreement.

(d) Insurance Policy No Limitation. Indemnitor's liability under this Agreement shall not be limited or diminished based on any limits Indemnitor may have on any insurance policy purchased by Indemnitor with respect to its liability hereunder. Indemnitor shall, however, name Indemnitees as additional insureds on any such policy, with a thirty day (30) cancellation actual notice requirement.

(e) Amendments. This Agreement may not be modified or amended except by a writing signed by the party against whom enforcement is sought.

(f) Applicable Law. This Agreement shall in all respects be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within this State, except that this Agreement shall be construed as a whole in accordance with the fair meaning of its provisions and without regard to California Civil Code Section 1654 or similar statutes or rules of interpretation.

(g) Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

(h) Attorneys' Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

(i) Separate Counterparts. This Agreement may be executed in separate

counterparts, each of which when so executed shall be deemed to be an original, such counterparts shall, together, constitute and be one and the same instrument.

(j) Exhibit to Restrictive Covenant. This Agreement shall be attached to the Restrictive Covenant and shall be recorded as a part thereof running with the land.

(k) Notices. Any notice to be given hereunder to either party shall be deemed given or delivered upon personal delivery to the recipient or two days after deposit in the United States mail, registered or certified return receipt requested, postage prepaid and addressed as follows:

If to Indemnitor:

Corporate Real Estate Director
TDY, Inc.
2049 Century Park East, Suite 1500
Los Angeles, CA 90067-3101
Tel: (310) 551-4386
Fax: (310) 551-4382

Copies of any notice to Indemnitor should also be sent to:

John D. Walton
Senior Vice President, General Counsel
and Secretary
Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222
Tel: (412) 394-2836
Fax: (412) 394-3010

If to Buyer:

The Trust for Public Land
116 New Montgomery, 3rd floor
San Francisco, CA 94105
Att.: Michele Clark, Esq.

If to the current Indemnitees:

The Trust for Public Land
116 New Montgomery, 3rd floor
San Francisco, CA 94105

and

[The County of Riverside]

Any party may, by notice to the others, designate different addresses which shall be substituted for the one specified above. Notice given in a manner other than specified above shall be deemed given only if in writing and only upon actual receipt by the addressee.

(l) Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraphs at the head of which it appears, the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so requires.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INDEMNITOR:

BUYER:

TDY, INC., a California corporation
formerly known as TELEDYNE
INDUSTRIES, INC., a California
corporation

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A *to Exhibit B*

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;

THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.

PARCEL 2:

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

PARCEL 3:

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 0° 12' 53" EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 54' 43" AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 39' 27", AN ARC DISTANCE 123.87 FEET;

THENCE NORTH 19° 02' 23" WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN

CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33, 52" AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT C

WIRING INSTRUCTIONS TO RETURN FUNDS TO
THE TRUST FOR PUBLIC LAND

Bank of America
Commercial Banking Office #1499
345 California Street
San Francisco, CA 94104

Bank Rep: Criselda Polanco (415) 953-4902

ABA No. 121-000-358

Credit Account: The Trust for Public Land
A/C: 14991-10379

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Riverside
(Transportation Department)
3133 Mission Inn Avenue
Riverside, CA 92507

COPY of Document Recorded
on **NOV 02 2001** as No. **543768**
has not been compared with
original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

Assessor's Parcel Numbers: 173-170-001-0,
173-170-003-2 and 173-170-014-2

The undersigned Grantor declares

Documentary Transfer Tax is not applicable

Pursuant to CA. Rev. & Tax. Code Section 11922

Galena/I-
15

GRANT DEED

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TDY INDUSTRIES, INC., a California corporation formerly known as Teledyne Industries, Inc., a California corporation ("Grantor"), hereby grants and conveys to THE COUNTY OF RIVERSIDE, a California political subdivision ("Grantee"), that certain real property located in the County of Riverside, State of California, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and together with all water and mineral rights, entitlements, permits and any development rights of any kind or nature whatsoever, subject to restrictions, covenants and easements of record.

SUBJECT TO the following restrictions:

The use of this Property is restricted to a natural habitat for endangered species and wildlife preservation only. Use for commercial, industrial, school, nursing home and other residential-style facilities is prohibited unless and until the Grantee, or its successors and assigns, at their sole cost and expense, remediate the Property to an appropriate standard for such use. Any future use of the Property that would affect or disturb soils, sediments, surface water or groundwater on, at or under the Property including, but not limited to, construction and demolition activities is prohibited. Grantee, its successors and assigns are not prohibited from conducting routine maintenance and land management activities (including the capture by barriers or fencing and manual or mechanical redistribution of surface sands, the erection of fencing and signage on the Property and the removal of any trash or rubble visible from the surface (excluding concrete slabs and foundations)) that would be conducted on the Property in managing it as public open space and habitat land. Recreational uses by the public of the Property consistent with management of the Property as public open space and habitat land is permitted except in the area of the Property described in the Legal Description for Delhi Fly Habitat attached hereto as Exhibit B and incorporated herein by this reference. Public access to the Property will be controlled by Grantee consistent with the restricted use of the Property

Any person shall not use groundwater at and under the property for any purpose unless and until the groundwater is remediated to an appropriate standard.

If the Grantee, its successors or assigns intend to terminate or modify the restrictive covenant, written notice of such intent must be given at least sixty (60) days in advance to TDY Industries, Inc. as follows:

General Counsel
TDY Industries, Inc.
1000 Six PPG Place
Pittsburgh, PA 15222

This restrictive covenant shall run with the land and be binding upon Grantee, its successors and assigns and may only be terminated and removed of record from the Property if Grantee, or Grantee's successors or assigns, assume in a written agreement with Grantor, or Grantor's successors or assigns, full liability for any and all environmental conditions of, and hazardous substances on, the Property.

Grantee acknowledges that the property may contain hazardous substances as described in California Health & Safety Code Section 25359.7(a). This acknowledgement is made in accordance with California Health & Safety Code Section 25359.7(a).

Attached as Exhibit C is a copy of the Environmental Indemnity Agreement between Grantor and Grantee which shall inure to the benefit of Grantee and its successors and assigns and shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date set forth below.

TDY INDUSTRIES, INC., a California corporation

By: Ind. Wilson

Title: Senior Vice President - Chief Legal and Administrative Officer

Date: October 3, 2001

ACKNOWLEDGED AND AGREED:

THE COUNTY OF RIVERSIDE COUNTY, a California political subdivision

By: James A. Venable

Chairman

Date: October 25, 2001

APPROVED AS TO FORM:

Joe Rank

Joe Rank, Assistant County Counsel

ATTEST:

County Clerk

ATTEST: 10/25/01
GERALD A. MALONEY, Clerk

By: mg. Quarral

DEPUTY

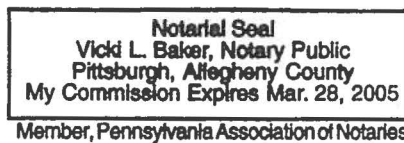
ACKNOWLEDGMENT

State of PA)
)ss.
County of Allegheny)

On this 3rd day of October, 2001, before me, Vicki L. Baker, a notary public, personally appeared Jon D. Walton and Jon D. Walton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Vicki L. Baker
Notary Public

My commission expires _____



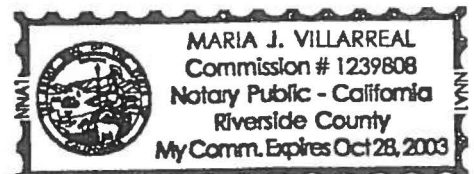
ACKNOWLEDGMENT

State of California)
)ss.
County of Riverside)

On this 25 day of October, 2001, before me, Maria J. Villarreal, a notary public, personally appeared James A. Venaby and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Maria J. Villarreal
Notary Public

My commission expires Oct. 28, 2003



PROJECT: INTERSTATE 15/GALENA STREET INTERCHANGE
APN: 173-170-001-0, 173-170-003-2 AND 173-170-014-2

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision and/or governmental agency, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 10-26-01

COUNTY OF RIVERSIDE

By: Michael J. Sylvester
MICHAEL J. SYLVESTER, Director
Department of Facilities Management

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE SOUTH $8^{\circ} 47' 39''$ WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;

THENCE SOUTH $1^{\circ} 24' 37''$ WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;

THENCE SOUTH $4^{\circ} 32' 51''$ EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.

PARCEL 2:

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

PARCEL 3:

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH $0^{\circ} 12' 53''$ EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ} 54' 43''$ AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 39' 27''$, AN ARC DISTANCE 123.87 FEET;

THENCE NORTH $19^{\circ} 02' 23''$ WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN

CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33, 52" AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT

BEING A PORTION OF GOVERNMENT LOTS 3, 4, 8 AND 9, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, AND THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE S 89°34'28"E, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 848.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 13°41'47"E, A DISTANCE OF 64.96 FEET;

THENCE S 28°05'49"E, A DISTANCE OF 91.33 FEET;

THENCE S 56°29'58"E, A DISTANCE OF 99.81 FEET;

THENCE S 65°27'53"E, A DISTANCE OF 160.67 FEET;

THENCE S 30°32'01"E, A DISTANCE OF 45.99 FEET;

THENCE S 08°50'21"E, A DISTANCE OF 31.79 FEET;

THENCE S 00°39'59"W, A DISTANCE OF 29.25 FEET;

THENCE S 16°07'27"W, A DISTANCE OF 62.57 FEET;

THENCE S 12°16'43"W, A DISTANCE OF 32.39 FEET;

THENCE S 01°54'46"W, A DISTANCE OF 74.33 FEET;

THENCE N 89°53'31"E, A DISTANCE OF 98.89 FEET;

THENCE N 80°48'55"E, A DISTANCE OF 104.30 FEET;

THENCE S 26°46'37"E, A DISTANCE OF 151.77 FEET;

THENCE S 32°32'23"E, A DISTANCE OF 120.14 FEET;

THENCE S 37°15'53"W, A DISTANCE OF 61.34 FEET;

THENCE S 60°46'35"W, A DISTANCE OF 45.51 FEET;

THENCE S 81°21'20"W, A DISTANCE OF 53.53 FEET;

THENCE N 62°41'37"W, A DISTANCE OF 93.85 FEET;

THENCE N 64°56'42"W, A DISTANCE OF 58.34 FEET;

THENCE N 72°05'36"W, A DISTANCE OF 71.84 FEET;

THENCE N 88°50'32"W, A DISTANCE OF 110.79 FEET;

THENCE S 84°29'15"W, A DISTANCE OF 50.34 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE S 75°22'41"W, A DISTANCE OF 155.56 FEET;
THENCE S 43°25'35"W, A DISTANCE OF 140.64 FEET;
THENCE S 36°00'20"W, A DISTANCE OF 42.73 FEET;
THENCE S 03°07'46"W, A DISTANCE OF 57.03 FEET;
THENCE S 51°18'07"E, A DISTANCE OF 48.64 FEET;
THENCE S 58°05'05"E, A DISTANCE OF 66.51 FEET;
THENCE S 50°42'16"E, A DISTANCE OF 24.20 FEET;
THENCE S 45°22'35"E, A DISTANCE OF 52.07 FEET;
THENCE S 60°22'46"E, A DISTANCE OF 108.62 FEET;
THENCE S 59°22'43"E, A DISTANCE OF 47.92 FEET;
THENCE S 69°38'38"E, A DISTANCE OF 43.10 FEET;
THENCE S 66°52'35"E, A DISTANCE OF 105.94 FEET;
THENCE S 75°39'03"E, A DISTANCE OF 85.84 FEET;
THENCE N 63°46'36"E, A DISTANCE OF 102.54 FEET;
THENCE N 69°50'06"E, A DISTANCE OF 78.52 FEET;
THENCE S 69°37'51"E, A DISTANCE OF 96.37 FEET;
THENCE N 45°15'28"E, A DISTANCE OF 29.80 FEET;
THENCE S 59°43'05"E, A DISTANCE OF 40.06 FEET;
THENCE S 83°08'48"E, A DISTANCE OF 23.36 FEET;
THENCE N 62°05'42"E, A DISTANCE OF 16.11 FEET;
THENCE S 86°37'41"E, A DISTANCE OF 26.34 FEET;
THENCE S 40°39'53"E, A DISTANCE OF 24.86 FEET;
THENCE S 87°43'50"E, A DISTANCE OF 31.16 FEET;
THENCE N 04°42'03"E, A DISTANCE OF 23.30 FEET;
THENCE N 58°20'28"E, A DISTANCE OF 24.10 FEET;
THENCE N 86°56'48"E, A DISTANCE OF 33.45 FEET;
THENCE N 46°27'05"E, A DISTANCE OF 29.17 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE S 84°57'36"E, A DISTANCE OF 21.10 FEET;
THENCE S 52°52'50"E, A DISTANCE OF 23.06 FEET;
THENCE S 27°50'32"E, A DISTANCE OF 22.89 FEET;
THENCE S 58°12'00"E, A DISTANCE OF 38.14 FEET;
THENCE S 72°39'48"E, A DISTANCE OF 37.13 FEET;
THENCE S 82°15'15"E, A DISTANCE OF 38.40 FEET;
THENCE S 51°58'46"E, A DISTANCE OF 25.29 FEET;
THENCE S 86°47'04"E, A DISTANCE OF 34.33 FEET;
THENCE S 45°49'20"E, A DISTANCE OF 74.35 FEET;
THENCE N 89°51'28"E, A DISTANCE OF 23.10 FEET;
THENCE S 51°49'09"E, A DISTANCE OF 18.81 FEET;
THENCE S 86°05'01"E, A DISTANCE OF 17.90 FEET;
THENCE S 55°22'32"E, A DISTANCE OF 22.89 FEET;
THENCE N 88°52'43"E, A DISTANCE OF 34.02 FEET;
THENCE N 76°43'29"E, A DISTANCE OF 86.40 FEET;
THENCE N 84°19'16"E, A DISTANCE OF 59.38 FEET;
THENCE N 86°31'08"E, A DISTANCE OF 95.37 FEET;
THENCE N 01°58'03"E, A DISTANCE OF 93.14 FEET;
THENCE N 22°49'23"E, A DISTANCE OF 46.60 FEET;
THENCE N 38°04'19"E, A DISTANCE OF 88.28 FEET;
THENCE N 30°32'11"E, A DISTANCE OF 78.87 FEET;
THENCE N 24°10'02"E, A DISTANCE OF 68.48 FEET;
THENCE N 11°09'59"E, A DISTANCE OF 30.84 FEET;
THENCE N 24°14'58"E, A DISTANCE OF 81.56 FEET;
THENCE N 02°42'47"E, A DISTANCE OF 99.06 FEET;
THENCE N 10°51'38"E, A DISTANCE OF 67.96 FEET;
THENCE N 44°44'40"E, A DISTANCE OF 42.08 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION FOR DELHI FLY HABITAT
(CONTINUED)

THENCE N 81°00'29"E, A DISTANCE OF 46.49 FEET;

THENCE N 82°40'56"E, A DISTANCE OF 61.08 FEET;

THENCE S 73°30'51"E, A DISTANCE OF 32.20 FEET;

THENCE N 52°26'03"E, A DISTANCE OF 20.52 FEET;

THENCE N 88°36'40"E, A DISTANCE OF 28.44 FEET;

THENCE N 01°06'08"W, A DISTANCE OF 532.79 FEET;

THENCE N 06°56'12"W, A DISTANCE OF 63.56 FEET;

THENCE N 15°37'31"W, A DISTANCE OF 24.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF GOVERNMENT LOT 7 OF SAID SECTION 1;

THENCE S 76°27'16"W ALONG SAID SOUTHEASTERLY LINE OF GOVERNMENT LOT 7, A DISTANCE OF 77.21 FEET TO THE SOUTHERLY CORNER OF SAID GOVERNMENT LOT 7;

THENCE N 00°52'16"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 34.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, SAID NORTHWEST CORNER ALSO BEING ON THE NORTH LINE OF SAID SECTION 1;

THENCE N 89°34'28"W, ALONG SAID NORTH LINE OF SECTION, A DISTANCE OF 1783.68 FEET TO THE **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT PER OFFICIAL RECORD RECORDED MARCH 12, 1936 IN BOOK 268, PAGE 488, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

CONTAINING: 1,675,024 SQUARE FEET OR 38.453 ACRES, MORE OR LESS.

APPROVED BY: _____

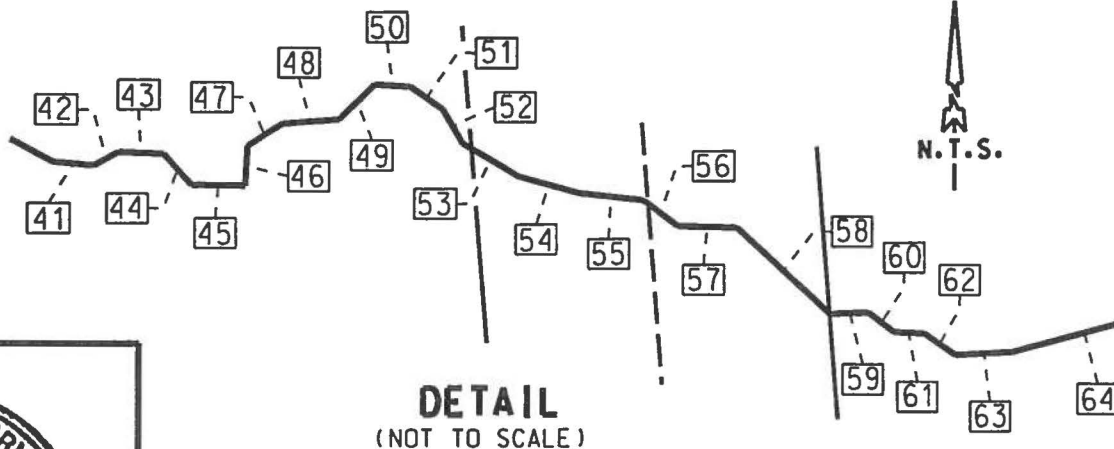
DATE: _____

K. D. Teich

9-27-01



(A) 200' WIDE PARCEL OF LAND
CONVEYED TO METROPOLITAN
WATER DISTRICT PER
OR 268/488, REC. 3-12-1936.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.:	N/A
PROJECT: DELHI FLY HABITAT	PREPARED BY:	DDD/KOT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE:	N.T.S.
	DATE:	JULY, 2001
	W.O. NO.:	A2-0421
APPROVED BY: <u>[Signature]</u> DATE: <u>9-27-01</u>	SHEET <u>5</u> OF <u>6</u> SHEETS	

NO.	BEARING	DISTANCE
1	S 13-41-47 E	64.96'
2	S 28-05-49 E	91.33'
3	S 56-29-58 E	99.81'
4	S 65-27-53 E	160.67'
5	S 30-32-01 E	45.99'
6	S 08-50-21 E	31.79'
7	S 00-39-59 W	29.25'
8	S 16-07-27 W	62.57'
9	S 12-16-43 W	32.39'
10	S 01-54-46 W	74.33'
11	N 89-53-31 E	98.89'
12	N 80-48-55 E	104.30'
13	S 26-46-37 E	151.77'
14	S 32-32-23 E	120.14'
15	S 37-15-53 W	61.34'
16	S 60-46-35 W	45.51'
17	S 81-21-20 W	53.53'
18	N 62-41-37 W	93.85'
19	N 64-56-42 W	58.34'
20	N 72-05-36 W	71.84'
21	N 88-50-32 W	110.79'
22	S 84-29-15 W	50.34'
23	S 75-22-41 W	155.56'
24	S 43-25-35 W	140.64'
25	S 36-00-20 W	42.73'
26	S 03-07-46 W	57.03'
27	S 51-18-07 E	48.64'
28	S 58-05-05 E	66.51'
29	S 50-42-16 E	24.20'
30	S 45-22-35 E	52.07'
31	S 60-22-46 E	108.62'
32	S 59-22-43 E	47.92'
33	S 69-38-38 E	43.10'
34	S 66-52-35 E	105.94'
35	S 75-39-03 E	85.84'
36	N 63-46-36 E	102.54'
37	N 69-50-06 E	78.52'
38	S 69-37-51 E	96.37'
39	N 45-15-28 E	29.80'
40	S 59-43-05 E	40.06'
41	S 83-08-48 E	23.36'
42	N 62-05-42 E	16.11'

NO.	BEARING	DISTANCE
43	S 86-37-41 E	26.34'
44	S 40-39-53 E	24.86'
45	S 87-43-50 E	31.16'
46	N 04-42-03 E	23.30'
47	N 58-20-28 E	24.10'
48	N 86-56-48 E	33.45'
49	N 46-27-05 E	29.17'
50	S 84-57-36 E	21.10'
51	S 52-52-50 E	23.06'
52	S 27-50-32 E	22.89'
53	S 58-12-00 E	38.14'
54	S 72-39-48 E	37.13'
55	S 82-15-15 E	38.40'
56	S 51-58-46 E	25.29'
57	S 86-47-04 E	34.33'
58	S 45-49-20 E	74.35'
59	N 89-51-28 E	23.10'
60	S 51-49-09 E	18.81'
61	S 86-05-01 E	17.90'
62	S 55-22-32 E	22.89'
63	N 88-52-43 E	34.02'
64	N 76-43-29 E	86.40'
65	N 84-19-16 E	59.38'
66	N 86-31-08 E	95.37'
67	N 01-58-03 E	93.14'
68	N 22-49-23 E	46.60'
69	N 38-04-19 E	88.28'
70	N 30-32-11 E	78.87'
71	N 24-10-02 E	68.48'
72	N 11-09-59 E	30.84'
73	N 24-14-58 E	81.56'
74	N 02-42-47 E	99.06'
75	N 10-51-38 E	67.96'
76	N 44-44-40 E	42.08'
77	N 81-00-29 E	46.49'
78	N 82-40-56 E	61.08'
79	S 73-30-51 E	32.20'
80	N 52-26-03 E	20.52'
81	N 88-36-40 E	28.44'
82	N 01-06-08 W	532.79'
83	N 06-56-12 W	63.56'
84	N 15-37-31 W	24.81'
85	S 76-27-16 W	77.21'
86	N 00-52-16 E	34.67'

LINE DATA SHEET

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: N/A
PROJECT: DELHI FLY HABITAT	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: JULY, 2001
APPROVED BY: _____ DATE: _____	W.O. NO.: A2-0421
	SHEET <u>6</u> OF <u>6</u> SHEETS

EXHIBIT C

ENVIRONMENTAL INDEMNITY AGREEMENT

[SEE ATTACHED]

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (this "Agreement") is made as of the 4th day of October, 2001 ("Effective Date") by TDY INDUSTRIES, INC., a California corporation formerly known as TELEDYNE INDUSTRIES, INC., a California corporation (hereinafter referred to as "Indemnitor" or "Seller") and THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation (hereinafter referred to as "Buyer"), on Buyer's behalf and on behalf of its successors and assigns owning a fee interest in the Property, as defined below, from time to time, including, without limitation, the County of Riverside, California (the "County"), any and all affiliated entities, employees, board members, officers, trustees and agents of any of the foregoing from time to time (collectively, referred to as "Indemnitees").

RECITALS

WHEREAS, Indemnitor, as seller, has heretofore entered into an Agreement of Purchase and Sale dated May 1, 2000, with Buyer (the "Purchase Agreement"), pursuant to which Indemnitor has agreed to sell to Buyer and Buyer has agreed to buy from Indemnitor, upon the satisfaction of certain conditions, certain real property located in Riverside County more particularly described on Exhibit A hereto (the "Property");

WHEREAS, pursuant to Paragraph 6.6 of the Purchase Agreement, Buyer and Seller agreed to enter into an Environmental Indemnification Agreement with respect to the Property;

WHEREAS, Indemnitor and Buyer acknowledge that there may exist on and under the Property certain environmentally hazardous conditions and/or substances, including, without limitation, soil and groundwater contamination; and

WHEREAS, as a condition precedent to Buyer's purchase of the Property, Buyer is requiring that Indemnitor indemnify the Indemnitees as to the environmentally hazardous substances and conditions on and beneath the Property with the exception of Hazardous Substances (as defined below in Section 4) unknown to Seller that have migrated or may migrate onto the Property.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Indemnitor and Buyer agree as follows:

1. Current and Prior Use of Property. The Property is currently unoccupied; however, a predecessor in interest of Indemnitor used the Property as a manufacturing facility for munitions and light armament. Indemnitor acknowledges that it has no knowledge of any adverse environmental condition on the Property or whether any mitigation effort has been made or

whether any remedial action has been taken with respect to the environmental condition of the Property.

2. Contamination. Seller has informed Buyer that subsurface contamination and other hazardous conditions of the Property may exist on or under the Property due to its former use as a munitions and light armament plant. A Phase I Environmental Site Assessment and Geophysical Survey" dated October 31, 2000 and February 2001 was prepared by Snyder Consulting and reviewed by Seller and Buyer. As described in Section 3 below, the Property is being sold to Buyer subject to the Restrictive Covenant (as defined in paragraph 3 below). As a condition precedent to Buyer's purchase of the Property, Seller has agreed to provide this indemnity covering all Hazardous Substances and conditions on and beneath the Property, including, without limitation, Hazardous Substances in the soils, sediments and groundwater subject to the exceptions stated elsewhere in this Agreement and to the extent such Hazardous Substances were on or under the Property prior to the Close of Escrow.

3. Restriction Upon Conveyance. Pursuant to Paragraph 3.3 of the Purchase Agreement, Indemnitor is conveying the Property to Buyer subject to a restrictive covenant restricting the future use of the Property and/or the demolition and construction of improvements on the Property, and any other work or use of the Property which may affect the soils, sediments and water contained on or under the Property ("Restrictive Covenant"). Such Restrictive Covenant will run with the land and will be binding on Buyer and successor owners of the Property.

4. Definitions.

(a) "Claim" means any and all claims, demands, causes of action, loss, liability, liens, encumbrances, obligations, actions, causes of action, reasonable costs and expenses of any kind whatsoever, including, without limitation, reasonable attorneys' and other professional expenses and fees suffered or incurred by, or asserted against, Indemnitees as a result of any Hazardous Substance existing on or beneath the Property prior to Close of Escrow (as defined in the Purchase Agreement), except for unknown Hazardous Substances which have migrated or may migrate onto the Property from other properties ("Non-Site Related Hazardous Substances"). Claims pertaining to Non-Site Related Hazardous Substances are not covered under this Agreement.

(b) "Environmental Law" means any Law of the United States or of the State of California relating to the protection of the air, surface water, groundwater or land, and/or governing the handling, use, generation, treatment, storage or disposal of Hazardous Substances.

(c) "Hazardous Substances" means any chemical, substance, material, controlled substance, object, waste, or combination thereof, or condition which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity or carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum hydrocarbons, petroleum products, and all chemicals, substances, materials, controlled substances, or objects defined or regulated under any state, federal or local law or regulation based on such properties or effects, but excluding Non-Site Related Hazardous Substances.

5. Indemnity.

(a) Indemnitor hereby agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any and all Claims which arise from, relate to or concern, in whole or in part, the existence of Hazardous Substances or conditions on or under the Property or migrating from the Property or released or abandoned on or at the Property, subject to the terms and conditions of this Agreement. Indemnitor hereby also agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any all Claims and damages which arise from, relate to, or concern, in whole or in part, conditions created by or arising from Indemnitor's performance of its obligations hereunder, including, without limitation, any investigation, remediation, sampling or monitoring required to be performed under this Agreement.

(b) Indemnitor shall not have any obligation to indemnify Indemnitees from and against any Claim related to, concerning or arising from (i) a use of the Property inconsistent with the Restrictive Covenant; (ii) the placement of a Hazardous Substance on or beneath the Property or a violation of an Environmental Law by Indemnitees, their agents, employees, contractors or representatives after Close of Escrow or any third party other than Indemnitor or its agents, employees, contractors or representatives; (iii) environmental remediation activities or other environmental testing, sampling or monitoring activities unless (A) required by a Governmental Entity or (B) reasonably conducted in response to a Claim, after notice of such activities to Indemnitor; or (iv) the gross negligence of Indemnitee, its employees, contractors, representatives or agents to further cause or exacerbate a known leak, migration or release of any Hazardous Substance at the Property.

For purposes of this Agreement, the burden shall be on Indemnitor to prove in a court of competent jurisdiction that one or more of conditions in paragraphs (b) above are met.

(c) Indemnitor's obligation to indemnify, defend or hold Indemnitees harmless with respect to any Claims under this Agreement shall terminate concurrently with the termination of the Restrictive Covenant. Upon the termination of such obligation, except with respect to any claims written notice of which were delivered to Indemnitor prior to such expiration, the rights of Indemnitees with respect to any environmental condition at, on or relating to the Property shall be deemed of no further force or effect and no action may be brought thereafter against Indemnitor or Indemnitor's parent, employees, directors, officers, shareholders, agents or affiliates with respect to any environmental condition.

6. Claims Procedure.

(a) In the event any Claim is asserted (clean-up or otherwise) or instituted against any or all of the Indemnitees, Indemnitor shall, immediately upon receipt of notice of such Claim, assume and pay for the defense of Indemnitees. Indemnitees shall have the right to join and participate in any judicial or administrative proceedings and/or hearings initiated in connection therewith, and Indemnitees shall cooperate fully with Indemnitor in order to minimize the amount of any award to any such party; such participation and cooperation by Indemnitees shall not, however, in any way, diminish or reduce Indemnitor's obligations to Indemnitees as set forth herein. Indemnitor's obligations hereunder are conditioned upon Indemnitees providing (i) prompt written notice to

Indemnitor with respect to any Claim which Indemnitees have reason to believe is likely to give rise to a right of indemnity hereunder and specifying the same in reasonable detail, (ii) copies of any actual written communication regarding the Claim, and (iii) copies of any technical reports or test or other analytical results regarding the Claim. Indemnitees' failure to give prompt notice of a Claim shall not however diminish Indemnitor's obligations hereunder; rather, Indemnitor's obligations shall terminate only to the extent Indemnitor is actually prejudiced by such delayed notice. Indemnitor shall use reasonable judgment in selecting counsel to defend Indemnitees from any Claim covered hereunder and shall consult with Indemnitees prior to retaining Indemnitees' counsel. Should Indemnitees object to the Indemnitors' choice of counsel, Indemnitor shall select another counsel satisfactory to Indemnitees to represent Indemnitees. If the Claim is ultimately determined to be related to, concerning or arising from one or more of the conditions in paragraph 5(b) for which Indemnitor has no indemnity obligation, or to Non-Site Related Hazardous Substances, then Indemnitee shall immediately reimburse Indemnitor for costs actually incurred by Indemnitor on behalf of defense of Indemnitees.

(b) Indemnitor shall have the right to control and investigate and/or remediate any condition giving rise to a Claim or demand for indemnification by Indemnitees under this Agreement with respect to any Claim after consulting with Indemnitees and any involved regulatory agency and obtaining the written consent of both; provided, however, that if, after written notice and a reasonable opportunity to cure, Indemnitor does not exercise such right, Indemnitees may exercise such right and all reasonable expenses, costs and fees incurred in connection therewith shall be reimbursed to Indemnitees as an indemnified Claim hereunder.

(c) Indemnitees shall give prompt written notice to Indemnitor specifying in reasonable detail any report or other document submitted, whether voluntarily or by requirement of a government entity, to a government entity which describes any environmental condition of the Property. To the extent reasonably possible under the circumstances, Indemnitor shall have the right to review and comment upon any submission to a governmental entity which describes or addresses any environmental condition for which Indemnitees are claiming indemnification from Indemnitor hereunder (and Indemnitor will cooperate with Indemnitees in responding to such requests, including making available all relevant records in its possession or under its control), and Indemnitees shall revise such submission in accordance with Indemnitor's reasonable comments thereon. To the extent reasonably possible under the circumstances, Indemnitees shall give Indemnitor prompt written notice of, and Indemnitor and/or its representatives shall have the right to participate in, any meetings with any governmental entity at which any environmental condition for which Indemnitees are claiming indemnification from Indemnitor hereunder is to be discussed or addressed in any manner.

(d) Any and all reasonable costs, expenses and fees incurred by Indemnitees in connection with Indemnitees' participation in or cooperation with Indemnitor's performance of its obligations hereunder shall be reimbursed by Indemnitor as an indemnified Claim hereunder.

7. Post-Closing Cooperation Between Indemnitor and Indemnitees.

Indemnitees shall provide Indemnitor with access to the Property to the extent necessary to perform its obligations hereunder. Indemnitees shall also provide Indemnitor with access to the Property sufficient to conduct any tests and assessments regarding the condition of the Property after obtaining Indemnitees' prior approval of Indemnitor's proposed scope of work. Such approval shall be reasonably granted if such test and assessments are necessary for the performance of Indemnitor's obligations hereunder. All other access requested by Indemnitor shall be granted or denied in Indemnitees' sole discretion. Indemnitor shall make reasonable efforts to minimize any such disruption or interference. Upon completion of Indemnitor's work hereunder, Indemnitor shall, at its sole expense, restore the Property to the condition it was in prior to the commencement of such work.

8. Intentionally Omitted.

9. Miscellaneous.

(a) Assignability. This Agreement shall be binding upon and inure to the benefit of the Indemnitees and their respective heirs, estates, personal representatives, successors and assigns owning a fee interest in the Property. Indemnitor acknowledges that the Indemnitees, as intended beneficiaries, including third party beneficiaries, have acquired or will acquire interests in the Property, or rights to the Property, in reliance on the covenants and indemnities in this Agreement. All of the covenants and indemnities in this Agreement shall survive the transfer of any or all right, title and interest in and to the Property by Indemnitor or any Indemnitee; and any Indemnitee may enforce the terms of this Agreement as a third party beneficiary, even if not a signatory hereof.

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters described herein and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled, and are of no further force or effect. This Agreement does not, however, supersede, terminate or cancel any provisions in the Purchase Agreement which were to survive the Close of Escrow or the Restrictive Covenant which runs with the land. The expiration of Buyer's indemnification rights under Section 10 of the Purchase Agreement or Buyer's enforcement of any of its rights or remedies under the Purchase Agreement shall not in any way affect or diminish Indemnitor's obligations hereunder nor shall such expiration or enforcement be deemed to constitute a release or waiver of any of Indemnitees' rights and remedies hereunder.

(c) Exclusive Remedy. The indemnification provisions contained in this Agreement will constitute the sole and exclusive recourse and remedy of the parties with respect to Claims. This Agreement does not release Indemnitor from any Claims pertaining to Non-Site Related Hazardous Substances that Indemnitees may have nor limit those remedies otherwise available to Indemnitees under law, including rights of action under the Comprehensive Environmental Response compensation and Liability Act (CERCLA) and/or similar federal or state environmental laws or under common law. This Agreement also does not release Indemnitor from any rights or remedies Buyer may otherwise have under the Purchase Agreement. This Agreement does not release or waive claims that either or both of Indemnitor or Indemnitee may have against any

person or entity not a party to this Agreement, nor limit remedies at law or in equity, including rights of action under CERCLA and/or similar federal or state environmental laws or under common law otherwise available to the Indemnitor or Indemnatee against any person or entity not a party to this Agreement.

(e) Amendments. This Agreement may not be modified or amended except by a writing signed by the party against whom enforcement is sought.

(f) Applicable Law. This Agreement shall in all respects be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within this State, except that this Agreement shall be construed as a whole in accordance with the fair meaning of its provisions and without regard to California Civil Code Section 1654 or similar statutes or rules of interpretation.

(g) Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

(h) Attorneys' Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

(i) Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, such counterparts shall, together, constitute and be one and the same instrument.

(j) Exhibit to Restrictive Covenant. This Agreement shall be attached to the Restrictive Covenant and shall be recorded as a part thereof running with the land.

(k) Notices. Any notice to be given hereunder to either party shall be deemed given or delivered upon personal delivery to the recipient or two days after deposit in the United States mail, registered or certified return receipt requested, postage prepaid and addressed as follows:

If to Indemnitor:

Jon D. Walton
Senior Vice President, Chief Legal and Administrative Officer
Allegheny Technologies Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222
Tel: (412) 394-2836 Fax: (412) 394-3010

Copy to:

William Suits
Jones Lang LaSalle Americas
1025 West 190th Street, Suite 425
Gardena, CA 90248
Tel: (310) 354-2662 Fax: (310) 354-2664

If to Buyer:

The Trust for Public Land
Attn.: Michele Clark, Esq.
116 New Montgomery, 3rd floor
San Francisco, CA 94105

If to the current Indemnitees:

The Trust for Public Land
116 New Montgomery, 3rd floor
San Francisco, CA 94105

If to County of Riverside:

County of Riverside
Transportation and Land Management Agency
4080 Lemon Street, 8th Floor
Riverside, CA 92501

With copy to:

County of Riverside
Office of County Counsel
3535 10th Street, Suite 300
Riverside, CA 92501

Any party may, by notice to the others, designate different addresses which shall be substituted for the one specified above. Notice given in a manner other than specified above shall be deemed given only if in writing and only upon actual receipt by the addressee.

(l) Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraphs at the head of which it appears, the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so requires.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INDEMNITOR:

BUYER:

TDY INDUSTRIES, INC., a California
Corporation
Formerly known as TELEDYNE
INDUSTRIES, INC., a California
Corporation

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: _____

[Signature]

Title: _____

*Sr. Vice President - Chief
Legal and Administrative
Officer*

Date: _____

October 4, 2001

By: _____

[Signature]

Michele Clark
Regional Counsel

Date: September 28, 2001

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;
THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;
THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.

PARCEL 2:

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

PARCEL 3:

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH $0^{\circ} 12' 53''$ EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $42^{\circ} 54' 43''$ AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 39' 27''$, AN ARC DISTANCE 123.87 FEET;

THENCE NORTH $19^{\circ} 02' 23''$ WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN

CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33, 52" AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



CHICAGO TITLE COMPANY

Date: 02-05-99

CHICAGO TITLE/LOS ANGELES
LAINE CHENG
700 S. FLOWER ST., #900
LOS ANGELES, CALIFORNIA 90017

Order No.: 92030032 - K22

Property:

RE: 89903232-52

In response to a request for our issuance of a Policy of Title Insurance, we enclose herewith our Preliminary Report for your review.

Should you have any questions in connection with this or any other matter concerning the above referenced order, please do not hesitate to contact our office.

Thank you for choosing Chicago Title Company.

Title Department:



CHICAGO TITLE COMPANY

560 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408
(909)884-0448 fax:

LOUIS GALVEZ
TITLE OFFICER



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Dated as of: January 28, 1999 at 7:30 AM

Reference: 89903232-52

Order No.: 92030032 - K22

CHICAGO TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

AMERICAN LAND TITLE ASSOCIATION LOAN EXTENDED COVERAGE POLICY

Title Department:



CHICAGO TITLE COMPANY

560 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408
(909)884-0448 fax:

LOUIS GALVEZ
TITLE OFFICER

SCHEDULE A

Order No: 92030032 K22

Your Ref: 89903232-52

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCELS 1 AND 2;

AN EASEMENT MORE FULLY DESCRIBED BELOW AS TO PARCELS 3 AND 4

2. Title to said estate or interest at the date hereof is vested in:

TELEDYNE, INC., A CORPORATION

3. The land referred to in this report is situated in the State of California, County of RIVERSIDE and is described as follows:

SEE ATTACHED DESCRIPTION

DESCRIPTION

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE 488 OF OFFICIAL RECORDS DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;
THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;
THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1.

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.

PARCEL 2:

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1;

SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET.

PARCEL 3:

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

DESCRIPTION

THENCE NORTH 0° 12' 53" EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, A CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 54' 43" AN ARC DISTANCE OF 374.48 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 39' 27", AN ARC DISTANCE OF 123.87 FEET;

THENCE NORTH 19° 02' 23" WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936 IN BOOK 273, PAGE 104 AND MARCH 12, 1936 IN BOOK 268, PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33' 52", AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A SLOPE EASEMENT OVER A PORTION OF THE PROPERTY OWNED BY THE GRANTORS HEREIN, MORE PARTICULARLY DESCRIBED IN EXHIBIT NO. 1 ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN, AS MAY HEREAFTER BE REQUIRED BY THE COUNTY OF RIVERSIDE, ON ANY OTHER GOVERNMENTAL ENTITY WITH JURISDICTION OVER PARCELS 1 AND 2 HEREIN DESCRIBED IN ORDER TO ACCOMMODATE OR PROVIDE ROADWAY SLOPES AS ARE NOW REQUIRED UNDER THE PROVISIONS OF RIVERSIDE COUNTY ORDINANCE NO. 461.3 OR WHICH MAY HEREAFTER BE REQUIRED BY ANY AMENDMENT OR SUBSTITUTION THEREFOR WHICH SHALL HEREAFTER EXIST; PROVIDED SUCH SLOPES SHALL RELATE AT ALL TIMES ONLY TO A ROADWAY WHICH SHALL HEREAFTER BE CONSTRUCTED UPON, OVER OR ACROSS THE RIGHT OF WAY SPECIFIED AS PARCEL 2 OF THIS DEED. SUCH SLOPE EASEMENT SHALL ONLY AFFECT THAT PORTION OF THE REAL PROPERTY DESCRIBED IN EXHIBIT NO. 1 HERETO SITUATED MORE THAN 1,260 FEET NORTHERLY OF THE MOST SOUTHERLY BOUNDARY OF THE PROPERTY DESCRIBED IN EXHIBIT NO. 1 HERETO AND SHALL NOT AFFECT ANY PROPERTY SITUATED

DESCRIPTION

MORE THAN 200 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF THE AFORESAID RIGHT OF WAY DESCRIBED AS PARCEL 2 OF THIS DEED.

SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF JURUPA RANCHO;

ALSO EXCEPTING THEREFROM GOVERNMENT LOT 7 THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 1, LYING SOUTHWESTERLY OF THE NORTHWESTERLY LINE OF THE LAND CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A CORPORATION, BY DEED RECORDED MARCH 27, 1936 IN BOOK 273 PAGE 104 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID SECTION 1;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 1, A DISTANCE OF 300 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 1, A DISTANCE OF 1,000 FEET;

THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 1, A DISTANCE OF 2350 FEET TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO STRINGFELLOW QUARRY CO., A LIMITED PARTNERSHIP, BY DEED RECORDED APRIL 11, 1975 AS INSTRUMENT NO. 41671 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAND CONVEYED TO STRINGFELLOW QUARRY CO., A LIMITED PARTNERSHIP, 250 FEET TO THE NORTHEASTERLY CORNER;

THENCE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 1, A DISTANCE OF 400 FEET;

THENCE NORTHEASTERLY 800 FEET, MORE OR LESS, TO A POINT, 150 FEET WEST OF THE EASTERLY LINE OF SAID SECTION 1 AND 1750 FEET SOUTH OF THE NORTHERLY LINE THEREOF;

THENCE EAST 150 FEET TO THE EASTERLY LINE OF SAID SECTION 1;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 1, A DISTANCE OF 1450 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A CORPORATION, BY DEED RECORDED MARCH 12, 1936 IN BOOK 268 PAGE 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO SAID PROPERTY ACQUIRED BY DEED FROM THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY.

SCHEDULE B

Page 1

Order No: 92030032 K22

Your Ref: 89903232-52

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

- A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1999-2000 THAT ARE A LIEN NOT YET DUE.
- B 2. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1998-1999
- 1ST INSTALLMENT: \$1,084.29 (PAID)
2ND INSTALLMENT: \$1,084.29
PENALTY AND COST: \$118.42 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 099-014
ASSESSMENT NO: 173-170-001
- C 3. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1998-1999
- 1ST INSTALLMENT: \$355.98 (PAID)
2ND INSTALLMENT: \$355.98
PENALTY AND COST: \$45.59 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 099-014
ASSESSMENT NO: 173-170-003-2
- D 4. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1998-1999
- 1ST INSTALLMENT: \$340.48 (PAID)
2ND INSTALLMENT: \$340.48
PENALTY AND COST: \$44.04 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 099-014
ASSESSMENT NO: 173-170-014-2
- E 5. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
- F 6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

**SCHEDULE B
(continued)**

Order No: 92030032 K22

Your Ref: 89903232-52

GRANTED TO: SOUTHERN SIERRAS POWER COMPANY
PURPOSE: UTILITIES
RECORDED: APRIL 21, 1916 IN BOOK 440, PAGE 326 OF DEEDS
AFFECTS: EASEMENT PARCELS

- G 7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: UTILITIES
RECORDED: JULY 23, 1946 IN BOOK 765, PAGE 261 OFFICIAL RECORDS
AFFECTS: EASEMENT PARCELS

- H 8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: UTILITIES
RECORDED: JULY 20, 1955 IN BOOK 1768 PAGE 592 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID INSTRUMENT.

- I 9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: UTILITIES
RECORDED: FEBRUARY 5, 1958 IN BOOK 2217, PAGE 563 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID INSTRUMENT.

- J 10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: UTILITIES
RECORDED: DECEMBER 1, 1961 AS INSTRUMENT NO. 103339 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID INSTRUMENT.

- K 11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

SCHEDULE B
(continued)

Order No: 92030032 K22

Your Ref: 89903232-52

GRANTED TO: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: UTILITIES
RECORDED: AUGUST 31, 1962 AS INSTRUMENT NO. 82616 OFFICIAL
RECORDS
AFFECTS: EASEMENT PARCELS

- L 12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: UTILITIES
RECORDED: JUNE 5, 1968 AS INSTRUMENT NO. 52480 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED
IN SAID INSTRUMENT.

- M 13. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: UTILITIES
RECORDED: FEBRUARY 25, 1975 AS INSTRUMENT NO. 21906, OFFICIAL
RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED
IN SAID INSTRUMENT.

- N 14. THE FACT THAT THE PUBLIC RECORD DOES NOT DISCLOSE THAT THE OWNERSHIP OF
SAID LAND INCLUDES RIGHTS OF ACCESS TO OR FROM ANY PUBLIC STREET.
NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT
INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF A RIGHT OF ACCESS TO
AND FROM THE LAND.

O END OF SCHEDULE B

P NOTE NO. 1: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION
WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS
FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD
PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE
BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF
FROM TWO TO FIVE BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT
THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE
TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY
APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE
PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID
EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

**SCHEDULE B
(continued)**

Order No: 92030032 K22

Your Ref: 89903232-52

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE FEE FOR EACH WIRE-OUT IS \$25.00. THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR C & I/SUBDIVISION INLAND:

BANK: UNION BANK
2001 MICHELSON DRIVE
IRVINE, CA 92714

BANK ABA: 122 000 496

ACCOUNT NAME: CHICAGO TITLE COMPANY
C&I/SUBDIVISION-INLAND

ACCOUNT NO.: 9120052850

FOR CREDIT TO: CHICAGO TITLE COMPANY
560 EAST HOSPITALITY LANE
SAN BERNARDINO, CA 92408

FURTHER CREDIT TO: ORDER NO.: 092030032

NOTE NO. 2: IF A 1970 ALTA OWNER'S OR LENDER'S OR 1975 ALTA LEASEHOLD OWNER'S OR LENDER'S POLICY FORM HAS BEEN REQUESTED, THE POLICY, WHEN APPROVED FOR ISSUANCE, WILL BE ENDORSED TO ADD THE FOLLOWING TO THE EXCLUSIONS FROM COVERAGE CONTAINED THEREIN:

LOAN POLICY EXCLUSION:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

OWNER'S POLICY EXCLUSION

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED, THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

NOTE NO. 3: CHICAGO TITLE COMPANY WILL REQUIRE THAT WE BE FURNISHED A WRITTEN STATEMENT FROM THE BENEFICIARY OF ANY OUTSTANDING DEED OF TRUST THAT THE ACCOUNT IS FROZEN PRIOR TO OUR PAYING THE DEMAND IF SAID DEED OF TRUST SECURES A LINE OF CREDIT.

q LG/JF

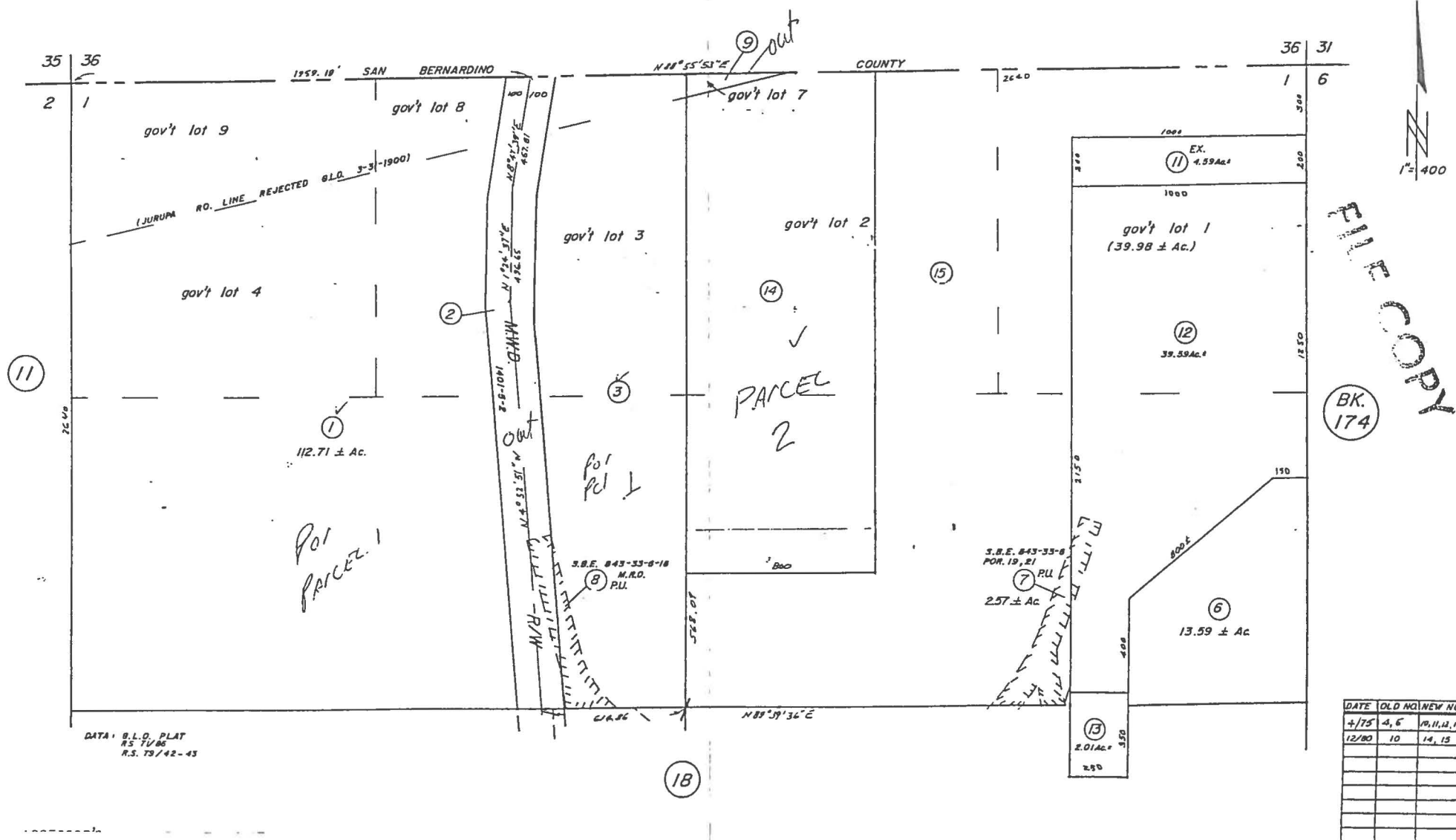
TELEPHONE

POR. SEC. 1 T.2S. R.6W.

T.R.A. 99/4

7-25

173-17



As part of the settlement of a class action lawsuit, we are required to place this notification in all preliminary reports:

IF YOU BOUGHT, SOLD OR REFINANCED A HOME (RESIDENTIAL REAL PROPERTY) IN CALIFORNIA BETWEEN JULY 1, 1989 AND FEBRUARY 28, 1997, PLEASE READ THE FOLLOWING:

Pursuant to a Settlement Agreement in a class action lawsuit filed in the Superior Court for Los Angeles County, a settlement agreement has been entered into that provides persons who bought, sold or refinanced residential real property in the State of California between July 1, 1989 and February 28, 1997, with certain rights. If you are such a person and you are now engaged in an escrow transaction with Chicago Title Company, Gateway Title Company, Benefit Land Title Company or Fidelity National Title Insurance Company, you have the following rights:

If one of these companies previously handled a residential escrow transaction for you that involved residential real property in which a mortgage, promissory note, or similar debt instrument, repayment of which was secured by a duly recorded deed of trust, was fully paid, satisfied or discharged and a reconveyance of that deed of trust was executed and was delivered to one of those title companies for recording but was inadvertently not recorded, you have the right to request that a release of obligation or reconveyance be recorded in accordance with the terms of the Settlement Agreement.

To obtain this right you must:

(1) Establish to the satisfaction of the title company that you actually closed an escrow between July 1, 1989 and February 28, 1997, which was handled by one of the above-listed title insurance companies, in which a mortgage, promissory note, or similar debt instrument secured by a duly recorded deed of trust was fully paid, satisfied or discharged and a reconveyance of that deed of trust was executed and was delivered for recordation to the title company that handled the prior transaction. Proof of said transaction shall be made by presenting a closing statement, preliminary report, title insurance policy or a paid escrow invoice which identifies you and the prior deed of trust; and

(2) Request in writing the recording of a reconveyance or release of obligation in the event that one inadvertently had not been previously recorded in the escrow transaction previously handled by one of the above-named title companies.

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the ability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation. This includes building and zoning ordinances and also laws and regulations concerning:

land use	land division
improvement on the land	environmental protection

This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specially described and referred to in item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

EXCEPTIONS FROM COVERAGE

In addition to the Exceptions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Someone claiming an interest in your land by reason of:
 - A. Easements not shown in the public records
 - B. Boundary disputes not shown in the public records
 - C. Improvements owned by your neighbor placed on your land
2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Unit, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:
 - A. The forced removal of any Additional Dwelling Unit, or,
 - B. The forced conversion of any Additional Dwelling Unit back to its original use,

If said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (5/98)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	c. Land use	e. Land division
b. zoning	d. improvements on the Land	f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17, or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value of Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the Insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

SELDEN B. LOWELL ET AL

AND

THE SO. SIERRAS POWER CO.)

440/326 Deeds
FEBRUARY 16, 1916.

For and in consideration of the sum of one dollar (\$1.00) receipt whereof is hereby acknowledged, a right of way is hereby granted to THE SOUTHERN SIERRAS POWER COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from brush and wood growth to such a width as may be necessary for protection from fire, across that certain property belonging to SELDEN B. LOWELL, -- situated in the County of Riverside, State of California, described as follows:

The east one-half of the southwest quarter of section one (1), township two (2) south, range six (6) west, S. B. B. & M. the center line of said right of way being more particularly described as follows: Beginning at a point on the south line of said section one (1), seventeen (17) feet westerly from the south quarter corner thereof; thence northerly parallel with and seventeen (17) feet distant from north and south center line said section one (1) to a point one (1) foot easterly from the easterly right of way line of the San Pedro, Los Angeles and Salt Lake Railroad; thence northerly parallel with and one foot easterly from said railroad right of way line for a distance of approximately eighteen hundred thirty (1830) feet; thence E. 37° 00' W. two hundred (200) feet; thence N. 19° 08' W. to a point on the north line of the southwest quarter of said Section 1.

It is understood that the employees of the said Power Company, shall, whenever necessary, have access to said right of way and the poles and wires thereon, for purposes of repairs, provided always that the said Power Company shall be responsible for any damages which may be unnecessarily done to the property above described.

Witness: W. T. Ellington.

Selden B. Lowell

Mary E. Lowell

Description checked and approved: R. G. Manifold.

Approved as to legal features: I. B. F., Attorney.

State of California)
County of Riverside.) ss.

On this 17th day of April, in the year one thousand nine hundred and sixteen, before me, J. H. W. Warren, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. T. Ellington, personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposed and said: That he resides in the County of Riverside, State of California, that he was present and saw Selden B. Lowell and Mary E. Lowell, personally known to him to be the same persons described in and whose names are subscribed to the within instrument as first parties thereto, sign the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. H. W. Warren, Notary Public in and for
Riverside County, State of California.

(NOTARIAL SEAL)

MY COMMISSION EXPIRES APRIL 25, 1917.

Received for record Apr. 21, 1916, at 11 o'clock A.M. at request of Grantee.
Copied in Book No. 440 of Deeds, page 326, et seq. records of Riverside County,
California.

#15

Fees \$1.10

I. S. Logan, Recorder,

By J. H. Covey, Deputy Recorder.

JOHN A. MORROW ET UX)
TO)
LEOPOLD F. COSKY ET UX)

GRANT DEED

JOHN A. MORROW and LOIS A. MORROW, husband and wife, in consideration of ten dollars to them in hand paid, the receipt of which is hereby acknowledged, does hereby grant to LEOPOLD F. COSKY and ETHEL K. COSKY, husband and wife, all that real property situated in the City of Corona, County of Riverside, State of California, described as follows:

The westerly one-half (1/2) acre of lot one (1) in block sixty-nine (69) in the Subdivision of block 69 of the Lands of the South Riverside Land and Water Company, according to the map thereof recorded in the office of the County Recorder of San Bernardino County, California, in Book 2, page 3 of Maps, the easterly line of the above described one-half acre being parallel with the easterly line of said lot one (1).—This deed is given subject to a mortgage of \$450.00 in favor of Anna B. Hammond, interest at 8%, dated Aug. 16th, 1915, — 3 yrs. after date. Also a 2d. mortgage of \$300 held by P. L. Stombaugh and dated Dec. 28, 1915, — 2-1/2 years at 9 1/2 int. semi-annually.

TO HAVE AND TO HOLD to the said grantees, their heirs or assigns.

WITNESS our hands this 19th day of Apr. 1916.

John A. Morrow

Lois A. Morrow

I.R.S.
\$1.00
Cancelled.

State of California,)
(ss
County of Los Angeles.)

On this 19th day of Apr. 1916, before me, James R. Lafler, a Notary Public in and for said County, personally appeared John A. Morrow and Lois A. Morrow, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

Com. Exp. Aug. 21st, 1919.

James R. Lafler, Notary Public in and for the
County of Los Angeles, State of California.

Received for record Apr. 21, 1916, at 11 o'clock A.M. at request of Grantee.
Copied in Book No. 440 of Deeds, page 327, records of Riverside County, California.

#17

Fees \$1.00

I.S. Logan, Recorder,

By J. H. Covey, Deputy Recorder.

#7

765/261 ong

S. B. LOWELL

RIGHT OF WAY

TG

April 12, 1946

CALIF. ELECTRIC POWER CO.)

S. B. LOWELL, sole owner, Grantor, in consideration of One Dollar, receipt whereof is hereby acknowledged, does hereby grant to the Grantee, CALIFORNIA ELECTRIC POWER COMPANY, its successors and assigns, a right of way and easement for the construction, maintenance, operation, inspection, repair, replacement and removal of electric lines and telephone lines and cables, including such additional lines as said Grantee may from time to time in future require, upon and by means of one line of poles, with supporting structures, crossarms, wires, guys, anchors, fixtures and appurtenances, for the transmission of electric energy for any and all purposes for which the same may be used, and communication, upon, over and across that certain real property situate in the County of Riverside, State of California, described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Two (2) South, Range Six (6) West, San Bernardino Base and Meridian.

The center line of said right of way and easement is described as follows:

Beginning on the south line of said Section One (1) at a point Ten and Eight Tenths (10.8) feet west of the south quarter corner of said Section One (1) and running thence north, parallel to and Ten and Eight Tenths (10.8) feet west of the east line of said Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), a distance of Sixteen Hundred Seventy-five and Five Tenths (1675.5) feet to a point in said Southwest Quarter (SW $\frac{1}{4}$) of Section One (1); thence north 31° 19' West, a distance of Eleven Hundred Fifty (1150) feet, more or less, to a point on the north line of said Southwest Quarter (SW $\frac{1}{4}$) of Section One (1).

The Grantee shall have the right to clear the right of way hereby granted and keep the same free of brush, wood growth and any other obstruction to such extent as may be necessary to prevent contact or interference with said lines, and the operation thereof; and to protect persons from injury or death, and said lines and other property from fire, destruction or damage; and to enter upon and travel, including transport of materials, over and across the above described land and real property for any and all uses and purposes in the exercise of the right of way and easement rights herein granted; provided that such right shall be reasonably exercised and that the Grantee shall be liable for any damage negligently done by it to the said land and real property.

S. B. Lowell,

Grantor

WITNESS: Borneo Stoker

Consideration for property herein described is less than \$100.00.

Description checked P.V.H. Approved E.J.W. Approved as to legal features

W.G. 230-6404-350

Engineer

H.M.H. Attorney

STATE OF CALIFORNIA,)

County of Riverside) ss.

On this 22nd day of July, 1946, before me, L. G. Peck, a Notary Public in and for said County, personally appeared Borneo Stoker, personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says that he resides in the County of Riverside, State of California, that he was present and saw S. B. Lowell, personally known to him to be the same person described in and whose name is/are subscribed to the within instrument as a part thereto, sign and execute the same; and that he the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS MY HAND and official seal, the day and year in this certificate first above written.

L. G. Peck,
Notary Public in and for
said County and State.

(NOTARIAL SEAL)

My commission expires July 3, 1950

(25) for

B.S.

7/12/46

Received for record Jul 23, 1946 at 45 Min. past 1 o'clock P.M., at request of Grantee. Copied in Book No. 765 of Official Records, Page 261, et seq., Records of Riverside County, California.

Fees. \$1.10

Jack A. Ross, Recorder
By Alene Waldron, Deputy Recorder

Comp-red: -Copyist J. Hale; Comparer R. White.

JUDGMENT DOCKET OF THE SUPERIOR COURT OF RIVERSIDE COUNTY

WHEN ENTERED	MONTH	DAY	YEAR	JUDGMENT DEBTORS	JUDGMENT CREDITORS	AMOUNT OF JUDGMENT	PRINCIPAL	ATTORNEY'S FEES	COSTS
March 26	1926	A. V. Blackford,	Fred W. Johnson and Pearl E. Johnson	Decree of Foreclosure and Order of Sale	\$3408.20	\$250.00	\$12.17		

NUMBER OF CASE	WHEN RECORDED	WHERE RECORDED	APPEALS WHEN TAKEN		
MONTH	DAY	YEAR	BOOK	PAGE	
15049	Mar 26	1926	32	106	

JUDGMENT OF APPELLATE COURT

SATISFACTION

SATISFACTION

Full payment and Satisfaction of the within Judgment is hereby acknowledged this 19th day of May, 1926.

Walter C. Davison (Signed)
Attorney for Plaintiffs

STATE OF CALIFORNIA,

County of Riverside, ss.

I, D. C. CLAYTON G. A. PEQUEGNAT, County Clerk and ex-officio Clerk of the Superior Court of Riverside County, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original Judgment docket kept by me in my said office and of all entries made in said docket in that certain action prosecuted in said Superior Court wherein Fred W. Johnson and Pearl E. Johnson, were Plaintiffs and A. V. Blackford was Defendant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of July, 1946.

D. C. CLAYTON, Clerk
By Jack A. Bergin, Deputy
Jack A. Bergin

(SUPERIOR COURT SEAL)

Received for record Jul 23, 1946 at 30 Min. past 9 o'clock A.M., at request of United Title Guaranty Company. Copied in Book No. 765 of Official Records, Page 262, Records of Riverside County, California.

Fees. \$1.00

Jack A. Ross, Recorder.
By Alene Waldron, Deputy Recorder

Comp-red: -Copyist J. Hale; Comparer R. White.

THE COMMUNITY LOAN SERVICE)

TO)

WM. W. KENNEDY)

IN CONSIDERATION of TEN AND NO/100 Dollars THE COMMUNITY LOAN SERVICE, a co-partnership, do hereby grant to WM. W. KENNEDY, an unmarried man, all that real property situate in the County of Riverside, State of California, described as follows:

Lot 66 of Madison Park, as shown by map on file in Map Book 14, Pages 82 and 83, of the Official Records of Riverside County, California.

TOGETHER WITH a proportionate interest in 29/70ths ownership of a well and pumping plant situated on Lot 45 of Madison Park.

SUBJECT TO: 1. Taxes for the fiscal year 1946-47.

2. The Grantee hereinafter and agrees for himself

#9

DISTRIBUTION EASEMENT
(Individual)

BOOK 2217 PAGE 563

Form 567-5 Rev. 12/55

January 16, 1958

STRINGFELLOW QUARRY, a Partnership

Grantor, do hereby grant to the Grantee, CALIFORNIA ELECTRIC POWER COMPANY, its successors and assigns, a right of way easement for the construction, maintenance, operation, inspection, repair, alteration, replacement and removal of electric lines and telephone lines, including such additional circuits as said Grantee may in future require, consisting of one line of supporting poles or structures, with crossarms, insulators, conductors, wires, cables, guys, anchors, attachments, fixtures and appurtenances, for the transmission and distribution of electricity for any and all purposes for which the same may be used, and communication purposes, upon, over and across that certain real property located in the County of Riverside State of California, described as follows:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 1, Township 2 South, Range 6 West, San Bernardino Base and Meridian, EXCEPTING the Metropolitan Water District right of way.

The center lines of said right of way easement are described as follows:

Commencing at the Northwest corner of said Section 1, and running thence South 88° 16' 40" East, along the North line of said Section 1, a distance of 2610.07 feet; thence South 0° 34' 40" East, a distance of 957.71 feet; thence South 89° 25' 20" West, a distance of 719.94 feet to a point in the center line of said Metropolitan Water District right of way; thence South 5° 03' 10" East, along said center line, a distance of 396 feet to the true point of beginning of the easement herein granted; thence North 82° 37' East, a distance of 235.3 feet to a point in the above described property.

Also beginning at the above described "true point of beginning" and running thence South 82° 37' West, a distance of 281.5 feet to a point in the above described property.

The Grantee shall have the right to trim, cut back and top such trees on Grantor's real property as may contact, interfere with or endanger said electric and telephone lines, and the safe and proper maintenance and operation thereof; and shall have the right of ingress and egress to and from said right of way easement and lines, and every part thereof, for all uses and purposes in the exercise of the easement and rights herein granted.

Witness:

STRINGFELLOW QUARRY, a PartnershipBy L. E. Nutt
PartnerSTATE OF CALIFORNIA
COUNTY OFRiverside

§ 83.

SPACE BELOW FOR RECORDER'S USE ONLY

On January 16, 1958
before me, the undersigned, a Notary Public in and for
said County and State, personally appeared
L. E. Nutt

(Partnership)

known to me to be one of the partners of the partnership
that executed the within instrument, and acknowledged
to me that such partnership executed the same.

WITNESS my hand and official seal.

(Seal)

Marjorie L. Bridges

Notary Public in and for said County and State

My Commission Expires August 2, 1959

8712

RECEIVED FOR RECORD
FEB 5 1958

40 min. 2nd class

Grantee

BOOK 2217 PAGE 563

L. E. Nutt

FEB 5 1958

Location - - Authority

230 8044-350

Prepared by CCH 1-14-58 n/a Dept. No. From Drawing No. D32-528

Mapped in

same

by

Description checked

R

Civil Engineer

Approved as to legal

CCH

DISTRIBUTION EASEMENT
(Individual)

Form 507-5 Rev. 12/55

November 14, 1961

James B. Stringfellow, Jr., Lawrence E. Nutt and Earnest M. McCook, Jr.

Grantor, do hereby grant to the grantee, CALIFORNIA ELECTRIC POWER COMPANY, its successors and assigns, a right of way easement for the construction, maintenance, operation, inspection, repair, alteration, replacement and removal of electric lines and telephone lines, including such additional circuits as said Grantee may in future require, consisting of one line of supporting poles or structures, with crossarms, insulators, conductors, wires, cables, guys, anchors, attachments, fixtures and appurtenances, for the transmission and distribution of electricity for any and all purposes for which the same may be used, and communication purposes, upon, over and across that certain real property located in the County of Riverside, State of California, described as follows:

Government Lot 3 of Section 1, Township 4 South, Range 6 West, San Bernardino Base and Meridian, EXCEPTING a strip of land 200 feet in width lying 100 feet, measured at right angles, on each side of the following described center line and extension thereof: Beginning at a point in the North line of said Section 1, distant thereon 1959.18 feet Easterly from the Northwest corner of said Section; thence South 8° 47' 39" West, a distance of 457.81 feet to an angle point; thence South 1° 24' 37" West, a distance of 496.65 feet to an angle point; thence Southeasterly in a direct line a distance of 1722.25 feet, more or less, to a point in the South line of the Northwest Quarter (NW1/4) of said Section, distant thereon 614.86 feet Westerly from the center of said Section 1.

The center lines of said right of way easement are described as follows:

Beginning on the Easterly line of the above Excepted 200-foot strip of land at a point 1693.38 feet Northerly of its intersection with the South line of the Northwest Quarter of said Section 1, said point to be designated and hereinafter referred to as Point "A" and running thence North 94° 58' East, a distance of 350 feet to a point in the above described portion of said Government Lot 3.

Also beginning at said Point "A" and running thence South 84° 58' West, a distance of 420 feet to a point in the above described portion of said Government Lot 3; EXCEPTING any portion of said right of way easement crossing over the above Excepted 200-foot strip.

The Grantee shall have the right to trim, cut back and top such trees on Grantor's real property as may contact, interfere with or endanger said electric and telephone lines, and the safe and proper maintenance and operation thereof; and shall have the right of ingress and egress to and from said right of way easement and lines, and every part thereof, for all uses and purposes in the exercise of the easement and rights herein granted.

Witness:

STATE OF CALIFORNIA
COUNTY OF

SS.

Notarized

On November 14 1961
before me, Marjorie L. Bridges,
a Notary Public in and for said County and State,
personally appeared James B. Stringfellow, Jr.
Lawrence E. Nutt
Earnest M. McCook, Jr.
Known to me to be the person whose name is
subscribed to the within instrument and acknowledged
that they executed the same.

WITNESS my hand and official seal.

(Seal) Marjorie L. Bridges
Notary Public in and for said County and State
My Commission Expires Aug. 21 1963

Location - Authority
230 - 6374 - 360

Prepared By GDV 11-7-61

S. & D. Co.

From Drawing No.

C-230-666

Mapped in TRIV
Approved as to legal features ah

page 25

of 60

Description Checkered 60

Civil Engineer

SPACE BELOW FOR RECORDER'S USE ONLY

RECEIVED FOR RECORD

DEC 1 1961

Not. Pub. At Request of

Official Records

EC 349, Records of Riverside County, California

John A. Ross

FEES

DEC. 1, 1961

No. 103339

103339

1768 19 542

#8

RIGHT OF WAY

June 21

19 55

STRINGFELLOW QUARRY

By Special Right in the Grantee, CALIFORNIA ELECTRIC POWER COMPANY, its successors and assigns, a right of way and easement for the construction, maintenance, operation, inspection, repair, replacement and removal of electric lines and telephone lines and cables, including such additional circuits as said Grantee may from time to time in future require, upon and by means of one line of poles, with supporting structures, crossarms, wires, guys, anchors, fixtures and appurtenances, for the transmission of electric energy for any and all purposes for which the same may be used, and communication purposes, upon, over and across that certain real property situate in the

County of Riverside

State of California, described as follows:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 1, Township 2 South, Range 6 West, San Bernardino Base and Meridian, EXCEPTING AND EXCLUDING therefrom, the 200 foot wide right of way of the Metropolitan Water District of Southern California as now located and existing upon and across said Northwest Quarter (NW $\frac{1}{4}$) of Section 1.

The center line of said right of way and easement described as follows:

Beginning on the North line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 1, at a point 1114.2 feet West of the Northeast corner thereof; and running thence South 11° 16' West a distance of 789.6 feet; thence North 88° 51' West, a distance of 40 feet to a point in the above described portion of said Northwest Quarter (NW $\frac{1}{4}$) of Section 1.

The Grantee shall have the right to clear the right of way hereby granted and keep the same free of brush, tree growth and any other obstruction to such extent as may be necessary to prevent contact or interference with said lines, and the operation thereof, and to protect persons from injury or death, and said lines and other property from fire, destruction or damage; and to enter upon and travel, including transport of materials, over and across the real property of Grantor, for any and all uses and purposes in the exercise of the right of way and easement rights herein granted; provided that such right shall be reasonably exercised and that the Grantee shall be liable for any damage negligently done by it to the said land and real property.

STRINGFELLOW QUARRY

By:

Grantor

Location
211

Authority
784-350

Prepared By WMR 6-13-55 R/W Dept.

From Drawing No. D31-219

Mapped into book, page 25

By Description Checked

Civil Engineer

Approved as to legal features

Attorney

20230 EU

GENERAL FORM (Part 1 of 2)

BOOK 1768 PAGE 593

STATE OF CALIFORNIA

County of SAN BERNARDINO

On this 21st day of JUNE, 1955, in the year NINETEEN HUNDRED AND FIFTY FIVE

before me, L. M. SHANNON, a Notary Public in and for said

County and State, personally appeared L. E. NUTT, a CO-PARTNER OF THE STRINGFELLOW QUARRY PARTNERSHIP

permanently known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, IN BEHALF OF STRINGFELLOW QUARRY.

WITNESS MY HAND and official seal, the day and year in this certificate first above written.

My commission expires

FEBRUARY 12, 1956

L. M. Shannon
Notary Public in and for said County and State

CORPORATION FORM

STATE OF CALIFORNIA

County of

On this day of, in the year

before me, a Notary Public in and for said

County and State, personally appeared

known to me to be the President, and

known to me to be the Secretary of the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal, the day and year in this certificate first above written.

My commission expires

Notary Public in and for said County and State.

WITNESS FORM

STATE OF CALIFORNIA

County of

On this day of, 19, before me,

a Notary Public in and for said County, personally appeared

Name of Witness

personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says that he resides in the County of

State of California; that he was present and saw

Name of Grantor

personally known to him to be the same person

described in and whose name is subscribed to the within instrument as part thereto, sign and execute the same, and that he the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS MY HAND and official seal, the day and year in this certificate first above written.

My commission expires

Notary Public in and for said County and State.

47209

RECEIVED FOR RECORD

JUL 20 1955

Cal. Elect. Power Co.

BOOK 1768 PAGE 593

JACK A. ROSS

0.9

FEES \$ 1.00

1955

90%

82616

RECORDING REQUESTED BY

After Recordation Return To:

CALIFORNIA ELECTRIC POWER COMPANY
P.O. Box 1019
San Bernardino, California

RECEIVED FOR RECORDS

AUG 31 1962

FILED

RECORDS

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RECORDING

Space above (this line) for Recorder's use

DISTRIBUTION EASEMENT

August 27

1962

STOCKTON CHARTER, a partnership

Grantor(s), do(es) hereby grant to the Grantee, CALIFORNIA ELECTRIC POWER COMPANY, a corporation, its successors and assigns, a right of way easement for the construction, maintenance, operation, inspection, repair, alteration, replacement and removal of electric lines and telephone lines, including such additional circuits as said Grantee may in the future require, consisting of one line of supporting poles or structures, with crossarms, insulators, conductors, wires, cables, guys, anchors, attachments, fixtures and appurtenances, for the transmission and distribution of electricity for any and all purposes for which the same may be used, and communication purposes, upon, over and across that certain real property located in the County of Placer, State of California, described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 2 South, Range 6 West, San Bernardino Base and Meridian, lying Northerly of the Jarvis Ranch Line.

The center lines of said right of way easement are described as follows:

Beginning on the West line of said Southeast Quarter (SE $\frac{1}{4}$) of Section 1, at a point 522.5 feet North of the Southwest corner thereof, and running thence South 88° 35' East, a distance of 116.5 feet to a point designated and hereinafter referred to as Point "A"; thence North 33° 55' East, a distance of 877.4 feet to a point designated and hereinafter referred to as Point "B"; thence North 41° 02' East, a distance of 909.5 feet to a point designated and hereinafter referred to as Point "C"; thence North 32° 52' East, a distance of 499.4 feet to a point designated and hereinafter referred to as Point "D"; thence North 56° 48' East, a distance of 250.2 feet to a point designated and hereinafter referred to as Point "E"; thence South 74° 24' East, a distance of 409.7 feet to a point in the above described property.

ALSO, beginning at said Point "A", and running thence South 88° 35' East, a distance of 30 feet to a point in the above described property.

ALSO, beginning at said Point "A", and running thence South 33° 55' West, a distance of 30 feet to a point in the above described property.

ALSO, beginning at said Point "B", and running thence North 52° 31' West, a distance of 30 feet to a point in the above described property.

ALSO, beginning at said Point "C", and running thence South 56° 04' East, a distance of 25 feet to a point in the above described property.

ALSO, beginning at said Point "C", and running thence North 56° 04' West, a distance of 233 feet to a point in the above described property.

ALSO, beginning at said Point "D", and running thence North 45° 10' West, a distance of 30 feet to a point in the above described property.

ALSO, beginning at said Point "E", and running thence North 56° 48' East, a distance of 40 feet to a point in the above described property.

ALSO, beginning at said Point "E", and running thence North 74° 24' West, a distance of 35 feet to a point in the above described property.

02
20
30
40
50

STEINWELLER'S QUARRY

27

COUNTY OF Butte

Public in and for said County and State, personally appeared _____

(Pursuant to)

F.O. 227-24:7-254 Inv. No. 15-2-52

Prepared By AT: Nizar N-22-62 S. J. Dept.

Book P.V. Pgs: 25 By E. J.

Approved: _____ Attest: _____

Approved: _____ Engineer:

۳۱۰۲۲

FORM PW 8-50M 8-55
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

52180

Eastern Division
P. O. Box 1029, San Bernardino
California 92402
Attn: R. W. & Land Dept.

RECEIVED FOR RECORD
JUN 5 1968

At Request of
Grantlee

Recorded in Official Registry
of Riverside County, California

W. D. Wright

FEE \$2.00

#12
1

SPACE ABOVE THIS LINE FOR RECORDER'S USE
TAX DUE NONE

GRANT OF EASEMENT (INDIVIDUAL)

THE GRANTOR, STRINGFELLOW QUARRY COMPANY, a limited partnership, hereby grants, to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and/or remove, at any time and from time to time, aerial and underground electric lines and communication lines, consisting of poles, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, markers and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other related uses, in, on, over, under and through that certain real property in the County of Riverside, State of California, described as follows:

27849

Strips of land, 10 feet and 2 feet in width, lying within the Government Lots 2 and 3, Section 1, Township 2 South, Range 6 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

DISTRICT
Corona

WORK ORDER

6076-

2040

IDENTITY

8-0076

MAP SIZE

Riv. -

pg. 25

APPROVED

R. W. & LAND

DEPARTMENT

BY

WAM: jad

DATE

4-30-68

Sketch

The center line of said 10-foot wide strip of land is described as follows:

Commencing on the South line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 1, at a point 496.94 feet West of the Southeast corner thereof; thence North 05° 03' 10" West, a distance of 1693.88 feet; thence North 84° 58' East, a distance of 273.1 feet to the TRUE POINT OF BEGINNING; thence continuing along said bearing North 84° 58' East, a distance of 320 feet to a point designated and hereinafter referred to as Point "A"; thence North 05° 30' East, a distance of 500 feet.

The center lines of said 2-foot wide strips of land are described as follows:

Beginning at said Point "A"; thence North 84° 58' East, a distance of 40 feet.

ALSO, beginning at said Point "A"; thence South 05° 30' West, a distance of 40 feet

Initials
Here

The Grantee, by the acceptance of this instrument, agrees that in the event the electric service for which said pole line was constructed, is ordered discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish electric service or electric energy from said electric pole line, Grantee will, at its own expense, remove said pole line from the above described property within sixty (60) days after the receipt from the Grantor of a notice in writing so to do, and in the event of such removal shall quitclaim all rights acquired under this Grant of Easement.

52480

The Grantee, its successors and assigns, and its and their respective contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said electric lines and/or communication lines and shall have free access to said electric lines and communication lines and every part thereof, at all times, for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on said property of the Grantor(s), the Grantee herein shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is possible.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 20th day of April, 1968.

Witness:

Signature of Grantor(s):

STRINGFELLOW QUARRY COMPANY, a limited partnership,

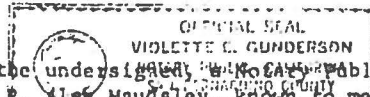
R. Alan Maudsley
R. Alan Maudsley

By: J. B. Stringfellow
J. B. Stringfellow, General Partner

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 21st day of May, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. Alan Maudsley, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposes and says: That he resides in San Bernardino County, and that he was present and saw J. B. STRINGFELLOW, personally known to him to be the same person described in and whose name is subscribed to the within and annexed instrument as a partner thereto, execute and deliver the same, and he acknowledged to said affiant that he executed the same on behalf of said partnership; and that said affiant subscribed his name as a Witness thereto.

WITNESS my hand and official seal.



Notary Public in and for said County and State

Order No.
Escrow No. 1517605-MI
Loan No.

21232

WHEN RECORDED MAIL TO:

Paul J. Hubbs and Lucile Hubbs
323 West Court St, Suite 403
San Bernardino, Ca.

P A I D
Doc. Transfer Tax
W. D. DALLSH
RIV. CO. RECORDER

RECEIVED FOR RECORD

FEB 8 1977

AT 9:00 O'CLOCK A.M.

At Request of

FIRST AMERICAN TITLE COMPANY

OF RIVERSIDE

Book 1977, Page 21232

Recorded in Official Records

of Riverside County, California

W.D. DALLSH

REC 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

above address

DOCUMENTARY TRANSFER TAX \$ 323.40

XX. Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

STRINGFELLOW QUARRY COMPANY, aka STRINGFELLOW-QUARRY CO. a limited partnership

hereby GRANT(S) to PAUL J. HUBBS and LUCILE HUBBS, husband and wife as community property

the real property in the ~~City of~~ unincorporated area of the
County of Riverside, State of California, described as

See legal description attached and incorporated by reference

Dated January 31, 1977

STATE OF CALIFORNIA
COUNTY OF

ss.

STRINGFELLOW QUARRY COMPANY, aka
STRINGFELLOW-QUARRY CO. a limited
partnership

BY

On
before me, the undersigned, a Notary Public in and for said
State, personally appeared

known to me to be the person whose name
subscribed to the within instrument and acknowledged that
executed the same.

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (10/69)

21232

STATE OF CALIFORNIA
COUNTY OF Riverside
On February 7, 1977 before me, the undersigned, a Notary Public in and for
said State, personally appeared J.B. Stringfellow

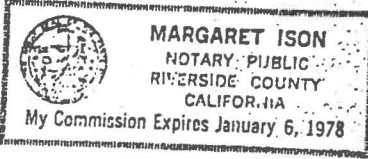
known to me to be General xx the partners of the partnership
that executed the within instrument and acknowledged to me that
such partnership executed the same.

WITNESS my hand and official seal.

Signature

Margaret Ison

Name (Typed or Printed)



This area for official notarial seal.

21232

Section 1, Township 2 South, Range 6 West, San Bernardino Base and Meridian;

EXCEPTING therefrom that portion thereof lying Southeasterly of the Northwesterly
line of Jurupa Rancho;

ALSO EXCEPTING therefrom Government Lot 7 thereof;

ALSO EXCEPTING therefrom that portion of the Southwest quarter of said
Section 1, lying Southwesterly of the Northeasterly line of the land conveyed
to Metropolitan Water District of Southern California, a corporation, by
Deed recorded March 27, 1936 in Book 273 page 104 of Official Records of
Riverside County, California;

ALSO EXCEPTING therefrom that portion thereof described as follows:

BEGINNING at the Northeasterly corner of said Section 1;
THENCE Southerly along the Easterly line of said Section 1, a distance
of 300 feet to the True Point of Beginning;
THENCE Westerly and parallel with the Northerly line of said Section 1,
a distance of 1,000 feet;
THENCE Southerly and parallel with the Easterly line of said Section 1,
a distance of 2350 feet to the Northwesterly corner of the land conveyed
to Stringfellow Quarry Co., a limited partnership, by Deed recorded
April 11, 1975 as Instrument No. 41671 of Official Records of Riverside
County, California;
THENCE Easterly along the Northerly line of said land conveyed to
Stringfellow Quarry Co., a limited partnership, 250 feet to the Northeasterly
corner;
THENCE Northerly and parallel with the Easterly line of said Section 1,
a distance of 400 feet;
THENCE Northeasterly 800 feet, more or less, to a point, 150 feet West
of the Easterly line of said Section 1 and 1750 feet South of the Northerly
line thereof;
THENCE East 150 feet to the Easterly line of said Section 1;
THENCE Northerly along the Easterly line of said Section 1, a distance
of 1450 feet to the True Point of Beginning.

Also Excepting therefrom that portion thereof as conveyed to the Metropolitan
Water District of Southern California, a corporation, by Deed recorded
March 12, 1936 in Book 268 page 488 of Official Records of Riverside County,
California;

ALSO EXCEPTING therefrom the gas, oil and coal rights in and to said property
acquired by Deed from the San Pedro, Los Angeles and Salt Lake Railroad Company.

RETURN TO
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 800
ROSEMEAD, CA. 91770
ATTENTION - R/W & LAND DEPT.

RECEIVED

JAN 15 1975

1975 PROCEEDINGS

FILED	JAN 17 1975	✓
CALENDAR		

FILED
RIVERSIDE COUNTY

JAN 15 1975

DONALD D. SULLIVAN, Clerk
By *C. Johnson* Deputy C. Johnson

Telephone (213) 572-1934
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SOUTHERN CALIFORNIA EDISON COMPANY,)
a corporation,)
Plaintiff,)
vs.)
STRINGFELLOW QUARRY CO.,)
a Limited Partnership, et al.,)
Defendants.)

NO. 107892
JUDGMENT IN
CONDEMNATION AND
FINAL ORDER OF
CONDEMNATION

IT APPEARING TO THE COURT THAT:

1. Plaintiff and defendants STRINGFELLOW QUARRY CO., a Limited Partnership, and STRINGFELLOW QUARRY CO., INC., a California corporation, have entered into a stipulation that a Judgment in Condemnation and Final Order of Condemnation may be made and entered by the Court on the Complaint in Eminent Domain in the above entitled action in favor of plaintiff and against said stipulating defendants upon the payment to defendants of the sum of SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$7,150.00) pursuant to Stipulation for Judgment.

2. This action has heretofore been dismissed without prejudice as to all other defendants herein.

3. Notice of Entry of Judgment has been waived, as has the right of appeal.

NOW, THEREFORE, good cause appearing it is hereby ordered, adjudged and decreed as follows:

21906

303703-21906

LOCALITY TRANSFER TAX \$ 0.25
COPIED ON FULL VALUE OF PROPERTY CONVEYED.
OR COPIED ON FULL VALUE LESS DEED FEES AND
LOCALITY TRANSFER TAX AT TIME OF SALE.
S. C. H. UNION CO.
County of Plaintiff or Agent of Defendant

PAID
Deed Transfer Tax
W. G. BLOCH
RIV. CO. RECORDER

1 1. That the uses, and each of them, for which the rights of way and
2 easements are sought to be condemned, are uses authorized by law; that the
3 taking sought herein and hereby is necessary to such uses, and each of them;
4 that public interest and necessity require that plaintiff acquire said rights of
5 way and easements for said public uses; that said uses, and each of them,
6 have been located in a manner most compatible with the greatest public good
7 and the least private injury; and that all of the other allegations of the Com-
8 plaint on file herein are true.

9 2. That by and pursuant to said stipulation the total sum of
10 SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$7,150.00) is hereby
11 awarded to the stipulating defendants for the taking of said rights of way and
12 easements and for all damages of every kind and nature suffered by said
13 defendants and/or said defendants' property by reason of said taking and the
14 construction of the improvements in the manner proposed by plaintiff.

15 3. That upon payment to defendants of the total sum of SEVEN
16 THOUSAND ONE HUNDRED FIFTY DOLLARS (\$7,150.00) the rights of way
17 and easements described in plaintiff's Complaint as Parcels 1, B-1 and B-2
18 pursuant to said stipulation shall be condemned for the uses and purposes set
19 forth in the Complaint.

20 NOW, THEREFORE, good cause appearing the Court makes its Final
21 Order of Condemnation as follows:

22 1. There is hereby condemned to plaintiff rights of way and ease-
23 ments, in, on, over, along and across the real property hereinafter described,
24 as Parcel 1 to construct, reconstruct, suspend, use, operate, maintain, re-
25 pair, renew, relocate, enlarge, replace and patrol, thereon and thereover,
26 an electric transmission line consisting of steel towers with the necessary
27 foundations, crossarms, insulators, and other appurtenances, aerial electric
28 conductors and communication and control circuits, and the necessary ground-
29 ing wires, both overhead and underground; also rights of way and easements
30 to pass and repass, on, over, along and across the said Parcel 1 by means of
31 trucks, automobiles or other vehicles or equipment or by foot, at all neces-
32 sary or proper times and in aid of the foregoing purposes and uses; to prohibit

1 the building or placing on said Parcel 1 of any building or structure other than
2 farming fences or such other fences that may be approved of by plaintiff in
3 writing, roads, pipelines, ditches and electric and telephone pole lines
4 across said Parcel 1 provided that plaintiff shall have the right to install
5 gates in said fences and provided further that such facilities or any of them
6 shall not, without written permission by plaintiff, be within a distance of fifty
7 (50) feet of any footing of any of plaintiff's towers constructed on Parcel 1 nor
8 endanger or interfere with the operation of plaintiff's aforesaid electric trans-
9 mission lines; to keep said Parcel 1 free from parked automobiles, trucks,
10 and from any accumulation of flammable material or other obstructions of any
11 type or kind whatsoever, other than as aforesaid; to prohibit the planting or
12 maintenance on said Parcel 1 of any tree or shrub that will interfere with or
13 endanger said aerial electric conductors or wires; and to trim, top or remove
14 any tree or shrub that grows so near to said conductors or wires as to en-
15 danger the same or interfere with the proper operation or care thereof, so as
16 to prevent such danger or interference.

17 2. The purposes of said condemnation are public uses, to wit:
18 electric power lines, electric heat lines, electric light lines, electric light,
19 heat and power lines, necessary for the transmission and distribution of elec-
20 tricity for the purpose of furnishing or supplying electric light, heat and
21 power to any county, city or county or incorporated city or town, or irrigation
22 district, or the inhabitants thereof, or necessary for the proper development
23 and control of such use of such electricity, either at the time of the taking
24 of property or interest in property or for the future proper development and
25 control thereof.

26 3. There are also condemned to plaintiff rights of way and ease-
27 ments in, on, over, along and across the real property hereinafter referred
28 to as Parcels B-1 and B-2 to construct, use in common with others having a
29 right to use the same, improve, grade, regrade, repair and maintain road-
30 ways within said Parcels; to pass and repass at all necessary or proper
31 times, on, over, along and across said Parcels by means of trucks, auto-
32 mobiles, or other vehicles or equipment or by foot; to improve, grade,

1 regrade, repair and maintain such slopes, cuts, fills and drainage structures
2 on said Parcels as may be necessary in connection with the proper construc-
3 tion, use and maintenance of said roadways for access road purposes; and to
4 keep said Parcels free from buildings or structures or other obstructions of
5 any type or kind in order that the availability thereof for access, ingress and
6 egress, as aforesaid, may remain unimpaired; excepting and reserving to the
7 defendants, their heirs, successors and assigns, the right to relocate at their
8 expense, said roadways to be constructed within Parcels B-1 and B-2 so long
9 as reasonably comparable road access along or to Parcel 1 and to plaintiff's
10 tower sites within Parcel 1 and/or on adjoining property is provided over a
11 reasonably comparable route or routes, and in the event reasonably compar-
12 able road access is provided over a reasonably comparable route or routes,
13 either by dedicated public streets or by private roadways over which plaintiff
14 is granted the same rights of way and easements as are sought to be acquired
15 in the present action with respect to the access roads, plaintiff shall be re-
16 quired to abandon such of the rights of way and easements for access road-
17 ways taken in this action as are no longer necessary and shall be required
18 to quitclaim the same to defendants or their successors in interest.

19 4. The purposes of such condemnation are public purposes, to
20 wit: byroads necessary to reach property to be used for public purposes.

21 5. That the real property hereinabove referred to is situated in
22 the County of Riverside, State of California, and is described as follows:

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21906

1 That the real property hereinabove referred to is situated
2 in the County of Riverside, State of California, and is described
3 as follows:

4 PARCEL 1:

5 That portion of the Northwest quarter of Section 1, Township
6 2 South, Range 6 West, San Bernardino Meridian, in said County
7 and State, lying within a strip of land ONE HUNDRED (100) feet
8 wide, the centerline being described as follows:

9 Beginning at a point in the Southerly line of said Section
10 1, said point being North 89° 53' 34" West, 1382.08 feet, from
11 a found one and one-quarter (1 1/4) inch iron pipe at the South
12 quarter corner of said Section 1; said point also being South
13 89° 53' 34" East, 1247.13 feet from a two (2) inch iron pipe
14 tagged "LS 3321" set at the Southwest corner of said Section 1;
15 thence, North 11° 16' 06" East, 621.26 feet; thence, North 31°
16 26' 55" West, 2564.00 feet more or less to a point in a line
17 that is parallel with, and fifty (50) feet Easterly, measured
18 at right angles from the Westerly line of said Northwest quarter;
19 thence, along said parallel line, North 0° 13' 20" West, 2488.02
20 feet to a point in the Northerly line of said Section 1, said
21 last mentioned point being North 89° 26' 46" East, 50.00 feet
22 from a found two (2) inch iron pipe at the Northwest corner of
23 said Section 1; said point also being South 89° 26' 46" West,
24 2582.52 feet from a found one (1) inch iron pipe at the North
25 quarter corner of said Section 1.

26 PARCEL B-1:

27 That portion of the Northwest quarter of Section 1, Township
28 2 South, Range 6 West, San Bernardino Meridian, in said County
29 and State, lying within a strip of land of varying widths, the
30 surveyed reference line of which is described as follows:

31 Beginning at a point in the Northerly line of said Section
32 1, said point being North 89° 26' 46" East, 235.04 feet from a

APPROVED AS TO CORRECTNESS
P.R. RECORD, MAP, BY J.P.S.
DATE 4-9-23 BY S. LAND H.P.

FILE 6793A
L.S. 6769
P.L. 2414

1 found two (2) inch iron pipe in mound of Rocks at the Northwest
 2 corner of said Section 1; thence South 14° 43' 48" East, 177.44
 3 feet; thence South 13° 18' 42" West, 92.20 feet; thence, South
 4 18° 41' 44" East, 240.83 feet to a point hereinafter referred
 5 to as Point A; thence, South 46° 17' 25" East, 89.32 feet; thence,
 6 South 46° 47' 20" East, 57.34 feet; thence, South 20° 14' 19"
 7 East, 99.53 feet; thence, South 23° 01' 24" West, 257.51 feet;
 8 thence, South 45° 27' 51" West, 200.26 feet; thence, South 34°
 9 36' 53" West, 165.58 feet; thence, South 10° 42' 27" West, 74.40
 10 feet; thence, South 16° 21' 35" East, 233.09 feet; thence, South
 11 09° 02' 24" West, 218.16 feet to a point hereinafter referred
 12 to as Point B; thence, South 0° 36' 19" East, 142.85 feet to a
 13 point hereinafter referred to as Point C; thence South 07° 20'
 14 58" East, 162.22 feet; thence, South 23° 55' 42" West, 140.66
 15 feet; thence, South 2° 54' 25" East, 80.42 feet to a point
 16 hereinafter referred to as Point D; thence, South 28° 03' 22"
 17 West, 157.24 feet; thence, South 62° 22' 02" East, 89.18 feet;
 18 thence South 22° 43' 23" East, 50.74 feet; thence, South 83° 40'
 19 09" East, 103.29 feet; thence South 65° 17' 48" East, 112.71 feet;
 20 thence, South 03° 51' 33" West, 195.56 feet to a point that bears
 21 South 34° 17' 24" East, 382.16 feet from a found pointed rock in
 22 mound of rocks at the West quarter corner of said Section 1.

23 That portion of said strip of land of varying widths which
 24 extends from said point of beginning, to said Point A, shall be
 25 sixty four (64) feet wide, the sidelines thereof being thirty-
 26 six (36) feet left, and twenty-eight (28) feet right, measured
 27 at right angles respectively from said surveyed reference line.

28 That portion of said strip of land of varying widths which
 29 extends from said Point A, to said Point C, shall be fifty-one
 30 (51) feet wide, the sidelines thereof being twenty-eight (28)
 31 feet left, and twenty-three (23) feet right, measured at right
 32 angles respectively from said surveyed reference line.

1 That portion of said strip of land of varying widths which
2 extends from said Point C, to said Point D, shall be twenty (20)
3 feet wide, the sidelines thereof being ten (10) feet left, and
4 ten (10) feet right, measured at right angles respectively from
5 said surveyed reference line.

6 That portion of said strip of land of varying widths which
7 extends from said Point D, to the end of said Parcel B-1, shall
8 be forty-three (43) feet wide, the sidelines thereof being twenty-
9 two (22) feet left, and twenty-one (21) feet right, measured
10 at right angles respectively from said surveyed reference line.

11 PARCEL B-2:

12 That portion of Northwest quarter of Section 1, Township
13 2 South, Range 6 West, San Bernardino Meridian, in said County
14 and State, lying within a strip of land fifty-one (51) feet wide,
15 the side lines thereof being twenty-three (23) feet left, and
16 twenty-eight (28) feet right, measured at right angles respec-
17 tively, from the following described surveyed reference line:

18 Beginning at Point B hereinbefore referred to; thence, South
19 27° 29' 56" West, 125.17 feet; thence, South 77° 29' 03" West,
20 57.13 feet; thence, North 61° 35' 36" West, 54.67 feet; thence,
21 North 11° 2' 46" West, 118.34 feet; thence North 7° 49' 12" East,
22 93.85 feet; thence, North 53° 20' 45" East, 65.80 feet; thence,
23 North 12° 51' 13" West, 131.11 feet; thence, North 3° 34' 50"
24 West, 126.22 feet; thence, North 32° 21' 35" West, 105.54 feet;
25 thence, North 15° 59' 55" East, 53.86 feet; thence, North 27°
26 21' 30" East, 92.26 feet; thence, North 20° 6' 50" East, 104.37
27 feet; thence, North 3° 56' 56" West, 195.06 feet.

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21906

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
interests of defendants STRINGFELLOW QUARRY CO., a Limited Partner-
ship, and STRINGFELLOW QUARRY CO., INC., a California Corporation,
in and to the real property in so far as said property is affected by the
rights of way and easements contained herein, shall be terminated.

LET THE FOREGOING ORDER BE ENTERED.

DATED: January 15, 1974.

F. M. ESTUDILLO

JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM:

ROLLIN L. WOODBURY
ROBERT J. CAHALL
TOM P. GILFOY
JERRY A. BRODY

By
Attorneys for Plaintiff

THOMPSON & COLEGATE

By Arthur W. Kelly, Jr.
ARTHUR W. KELLY, JR.
Attorneys for Defendants

THIS DOCUMENT TO WHICH THIS CERTIFICATE
IS ATTACHED IS CERTIFIED TO BE A FULL, TRUE
AND CORRECT COPY OF THE ORIGINAL ON
FILE AND OF RECORD IN MY OFFICE.

Dated: JAN 15 1975

DONALD D. SULLIVAN, COUNTY CLERK
Clerk of the Superior Court
Clerk of the Board of Supervisors
County of Riverside, California

By Deputy

RECEIVED FOR RECORD

FEB 25 1975

AT 9:00 O'CLOCK A.M.

At Request of

TITLE INS. & TRUST CO.

Book 1975, Page 21906

Recorded in Official Records
of Riverside County, California

W. H. Dargatz Recorder

FEES \$ 10.-

Exhibit

Just

2nd Page 367

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